

LAW REPORTING—THE WEEKLY REPORTER.

The committee, formed in November, 1863, to consider the present system of Reporting, &c., having issued a circular inviting subscriptions to a new Monthly Series of Standard Reports, the Proprietor of the WEEKLY REPORTER, fearing reticence at the present moment from him might be construed into the probability of the discontinuance of that work, begs to inform his subscribers that it will be published as heretofore. The Proprietor, in giving this notice, in no way wishes to interfere with the proposed new set of Reports, or with any other existing series. The WEEKLY REPORTER, he ventures to submit, has now, in its Thirteenth Volume, so firm a hold on its subscribers, and its utility, accuracy, and the expedition with which the decided cases are reported, are so well known and appreciated, that its non-publication would be a serious inconvenience to the present subscribers and the Profession generally.

The Solicitors' Journal.

LONDON, MAY 20, 1865.

OUR READERS will see by our Parliamentary columns this week that the charge brought by "Vindex" against the Lord Chancellor, in respect of the appointment to the Leeds Bankruptcy Court, and to which so much colour was given by the extraordinary letters of Mr. Richard Bethell to the *Standard*, has fallen completely through. We perceive, indeed, that Mr. Ferrand has given notice of motion for a select committee upon the subject, but in the face of the detailed and explicit account of the transaction given by the Attorney-General, which he is doubtless in a position to prove, it is extremely improbable that the House will accede to the motion. A select committee of the House of Commons is not to be accorded, *ex debito justitiæ*, to every one who thinks, or says, that he has a grievance against a high officer of State; and if it be reasonably clear, as in this case it seems to be, that the charge, at least so far as affects the Minister arraigned, is unfounded, it would obviously be a gross abuse of the inquisitorial power of Parliament, and a serious waste of public time, to enter upon a detailed investigation of the kind desired, for the mere purpose of solemnly recording that there was no case calling for the intervention of the House. Should the House, however, determine to grant Mr. Ferrand his committee, we see no reason to doubt that the result will be to prove the accuracy of the Attorney-General's statement.

THE COMPLAINTS SO OFTEN MADE about the courts at Kingston were renewed on the occasion of the last Spring Assizes, and we are bound to say that, when a judge makes a complaint, such as the Lord Chief Baron did during the sittings there, there can be very little excuse for the corporation if they do not combine with the sheriffs in improving the arrangements, so far as practicable, until the building itself can be altered. As regards the "arrangements," we would refer, on the one hand, to the interior construction of the courts themselves, which appears to be in the hands of the corporation, and on the other hand, to the passages which give access to the court and the attendants who have the charge of keeping them clear, and this part of the arrangements seems to appertain to the sheriff. All those who frequent Kingston Assizes complain that the passages are narrow and ill-designed, and that no care, apparently, is taken to keep them clear and unoccupied. There is no proper waiting-place for witnesses or suitors, who are compelled to loiter about in the passages and

lobbies. The result is that the passages are blocked up by persons who are attempting, out of curiosity, to enter the courts, mingled with those who are there for the transaction of business. It appears that it would be a most simple arrangement to compel every person entering such passages to keep moving, so that if they could not get into the court they should at least abstain from stopping the circulation. This, of course, is only a temporary suggestion destined at most to hold good until some permanent arrangement can be made by the corporation of Kingston for devising fresh entrances or some other means whereby the present chronic condition of block, which the avenues of the courts present during the time of the assizes, may be relieved. We consider also that the interior arrangements of the courts might be much improved by the removal of the large square table that occupies the space in front of the bench, in its being replaced by a narrower table, of the kind supplied to Queen's Counsel in the court at Westminster; so leaving room for one or perhaps two more rows of seats for counsel and attorneys. Then again it is necessary that the witness-box should be in such a position as to make the witness perfectly audible by judge, jury, and counsel, and that position would naturally be as nearly as possible equidistant from the judge and the jury, as well as reasonably near any place which counsel may occupy. The principles on which these suggestions are founded, are obvious to any one in the habit of attending courts; but the way, "how not to do it," has evidently been strictly followed at Kingston. The new assize courts at Manchester are considered by all competent judges to be the most perfect in their arrangements of any in the country, and the corporation of Kingston may perhaps take a lesson by sending men competent to inspect them. In the meantime we hope, that when the assizes next open at Kingston, the sheriff will place such attendants about the approaches, as will promote the free ingress and egress of every one, and not stand idly contemplating a crush which they might easily prevent.

ROMANTIC INCIDENTS are not rare in the annals of the Divorce Court, and many a tale is there disclosed which might afford useful matter for writers of fiction. Such is the suit of *Joseph v. Joseph and Wenzel*, in which the petitioner, having been unwittingly guilty of bigamy and adultery, obtained, nevertheless, a decree *nisi* for a divorce from his wife, and this additional interest is afforded to lawyers, that the case will form a precedent which the Court will probably adopt in all similar cases.

The story of the petitioner is that he married the respondent, who was a Frenchwoman, in 1844, and they lived happily together, near Portman-square, until 1846, when the respondent suddenly disappeared from her home. As soon as the Court of Divorce was established, that is to say in 1858, she was traced to Leipsic, where she was living with the co-respondent, who is a German actor with whom she had gone through the form of marriage at Brussels. As soon as she was discovered the petitioner commenced a prosecution against her in Germany for bigamy, and obtained a conviction, and she was sentenced to a term of imprisonment. He then returned to England and instituted a suit for divorce in the court here. Soon afterwards he received a letter from Wenzel announcing that the respondent had died in prison, and enclosing what purported to be a certificate to that effect. Believing his wife to be really dead, he married again, and lived with his second wife until a few months ago, when he received a letter from a man who informed him that the respondent was still living, and attempted to extort money from him by threatening to expose him. A warrant was obtained for the apprehension of the writer of the letter, who, however, made his escape and could not be arrested. The respondent was afterwards found alive in Germany, living as the wife of Wenzel. The judge, upon these facts being proved, was of opinion "that the petitioner had made out, to his satisfaction, that he had

contracted his second marriage under the fair and *bona fide* impression that his first wife was really dead. He, therefore, thought this was a case in which the Court ought to exercise the discretion vested in it by the 31st section of the Act, by granting a decree, notwithstanding the adultery which the petitioner had committed."

Whether such circumstances as these were contemplated in the framing of the 31st section or not, there can be no doubt that a man unwittingly offending, as in this case, comes to the court with his hands as clean as if he were perfectly innocent, and is, therefore, in equity entitled to relief. This is a very different state of circumstances from those which were exposed in the case of *Masters v. Masters*,* where the wife, the petitioner, was at the time of presenting her petition living in adultery with a married man. In *Joseph v. Joseph* there was no charge made against the petitioner, but in telling the story of his own wrongs, his *bona fides* in every respect appeared to be without question, and the very fact that he had been led into a second marriage by false representations, emanating from the co-respondent, was an aggravation of the case against the latter. On the whole, we cannot but be glad that the precedent now set has, by pointing out a very legitimate class of cases for the exercise of the discretion vested in the court, virtually closed the door against laxity in other cases. The true test in all these cases, as it seems to us, is, "Would the House of Lords have read the Divorce Bill a second time?" If so, the Court should make a decree, not otherwise.

THE GOVERNORS of Coldbath Fields Prison, Whitecross-street, and Newgate, have, for a considerable period, been in the habit of refusing to receive prisoners committed to their respective prisons by magistrates for non-payment of rates or non-compliance with bastardy orders. On more than one occasion this fact has been noticed in the columns of this journal,† and the importance of a speedy decision of the question strongly urged. The point has, at length, come formally before the superior courts. In the Court of Queen's Bench, on Wednesday, the 26th ult., the case of Coldbath-fields came on to be argued, but was postponed on the ground that the cases of the two city prisons were not then ready. On Wednesday, the 3rd inst., the same case was argued separately, and decided in favour of the defendant. The order of the Middlesex justices, on which the gaoler founds his refusal to receive such prisoners, was issued in May, 1860, and is as follows:—"That from and after the 25th day of June, 1860, the Middlesex House of Correction, at Coldbath-fields, shall be applicable to male prisoners convicted of felony, and to male prisoners convicted of misdemeanour or other crime or offence, and to all other male prisoners being prisoners who may, by law, be committed to a house of correction, and being prisoners and not included in the classes of prisoners to which the prison called the Middlesex House of Detention is above declared to be applicable." The latter part of this order refers to the House of Detention for females, and it will be seen that the order does not in terms include persons committed not for any crime, but for non-payment of money merely. It was clearly established, to the satisfaction of the Court, that the justices had power to make such an order, and the Judges decided that the gaoler was justified in acting upon it; hence the decision in his favour.

Under an Islington local Act justices may commit poor-rate defaulters to "the common gaol, or house of correction," and the contention was that the prisoner, respecting whom the case had arisen, ought to have been committed to Newgate or to the Debtor's prison in Whitecross-street. The gaolers at both these prisons have refused to receive such prisoners, who are therefore set at liberty, and the operation of that branch of justice is, as Mr. Justice Blackburn remarked, "thereby

paralyzed." What the case of these other gaolers may be, we are not, as yet, informed. Possibly they are acting upon similar orders made by the justices; and, if so, it is time some provision should be made for abolishing this very unseemly conflict. There is yet time, before the rising of Parliament, to introduce a short Bill, giving justices power to commit the specified class of prisoners to any debtor's prison, and thus remove an absurdity which, as the law now stands, must frequently operate as a denial of justice.

BRIBERY AT MUNICIPAL ELECTIONS has been subjected to a penalty by the Act of 22 Vict. c. 35, s. 11, and by the same section it is enacted that "any person offending in any case in which, under the Act or Acts for the time being in force in respect to the election of members to serve in Parliament for boroughs in England and Wales, the name of the offender may be expunged from the list of voters, being lawfully convicted thereof, shall, for the term of six years, be disabled to vote in any election in such boroughs, or in any municipal or Parliamentary election whatever, in any part of the United Kingdom, and shall for such term be disabled to hold, exercise, or enjoy any office or franchise to which he then shall, or at any time afterwards may be, entitled as a Burgess of such borough, as if such person were naturally dead." The wording of this enactment is very elaborate, and hard to be understood without careful perusal, and has given rise to a novel and important decision. The case of *Ex parte Baines; In the matter of an Election of Councillors of Leeds*, was heard before the judges of the Queen's Bench, sitting *in banco*, on the 21st inst. It was an application for a *quo warranto* to displace Baines from the office of Town Councillor of Leeds, on the ground that he had been convicted of bribery at a municipal election, the contention being, that such a conviction would, under the section quoted above, have the same effect as bribery at a Parliamentary election. The Court did not consider the terms of the Act large enough to support such a construction, and refused the writ. The case evidently arose out of the fact that the Act in question purports only to relate to municipal elections, and that the sense of the words is confused by bringing in a long description relating to Parliamentary elections in the middle of a section, whereas that part we have quoted ought to have formed a separate clause. The simple and short meaning is this, that persons guilty of bribery at Parliamentary elections shall be disqualified in a certain manner, both with respect to Parliamentary and municipal elections; and although, as before stated, the wording is confused, a little attention would enable an ordinary mind to find an interpretation.

ON MONDAY LAST the Town Council of Leeds proceeded to the election of a coroner, which office had become vacant by the death of Mr. John Blackburn, solicitor. Mr. G. A. Emsley was elected to the office. The other candidate was Mr. John Blackburn, son of the late coroner, who was defeated by a small majority.

LORD LYTTLETON'S MOTION in the House of Lords for a select committee to inquire into the constitution and operation of the final Court of Appeal in cases concerning the doctrine of the Church of England, now stands for the 26th inst.

THE LORD CHANCELLOR yesterday issued notice that he will receive the judges, Queen's counsel, &c., at his lordship's residence, No. 1, Upper Hyde Park-gardens, on Thursday, the 25th inst. (the first day of Trinity Term), at twelve o'clock.

IN VIEW of the approaching dissolution of Parliament, a select committee of the electors of Nottingham have requested Alfred George Marten, of the Inner Temple and St. John's College, Cambridge, Esq., M.A., to stand for the borough. A requisition has been got up to Mr.

* Sol. Jour. 759.

† 8 Sol. Jour. 346, 331.

Marten, in which the committee say—"We believe that your principles are in unison with our own; that you will give a general, though independent, support to the Constitutional party for the maintenance of our ancient institutions, the advancement of our social progress, and the general welfare of all classes of the community, combined with a special attention to our commercial requirements and local interests." Mr. Marten was bracketed in 1855 as senior in the civil law classes, was 19th wrangler in the mathematical tripos of 1856, and obtained a certificate of honour at the Inns of Court examination in Hilary Term, 1857.

Mr. Marten has issued his address to the electors in compliance with this requisition.

SIR THOMAS STAPLES, BART, Q.C., whose serious illness we announced in our last,* expired on Sunday night. It has been stated in the public journals that he was one of the members of the Irish Parliament who voted against the Union. This seems to be a mistake, for neither in the Black List (those who voted for the Union), nor in the Red List (those who voted against that measure), which are given in Sir Jonah Barrington's work, does the name appear. His father, John Staples, voted for the Union. It was understood that the son entertained different views. But, in fact, he was not a member of the Irish Parliament when it ceased to exist. The Commons Journals for 1800 show, that on the 18th March, Mr. Thomas Staples was sworn in as member for Knocktopher, in the room of Sir Hercules Langrishe; that on April 12, a writ issued for Knocktopher in the room of Thomas Staples who had accepted the office of Escheator of Ulster (an office similar to the stewardship of the Chiltern Hundreds); and that on May 12, Mr. Stephen Mahon was sworn in as member for Knocktopher in the room of Mr. Staples.

Mr. SERJEANT O'BRIEN, a leading member of the Midland Circuit, has consented to become a candidate for the representation in Parliament of the borough of Cashel. We are unable, of course, to predicate anything as to the learned gentleman's chances of success, but it would seem from the southern Irish newspapers that they regard them as almost certain. The *Munster News* says:—"The name of a member of the English bar, of high professional standing, and the highest personal character, is mentioned in connection with the candidature of Cashel in the approaching general election. Of those for whom, besides the sitting member, claims to the attention of the constituency are stated—and we believe two or three have been specified—there is none which possesses recommendations to the regards of Irish electors with the qualifications of Serjeant O'Brien."

LETTERS PATENT HAVE BEEN ISSUED appointing the Right Hon. Francis Blackburne, Lord Justice of Appeal, the Right Hon. T. B. C. Smith, Master of the Rolls, the Right Hon. John Hatchell, and Edward Litton, Esq., Master in Chancery, to be Commissioners of the Great Seal of Ireland, during the absence of the Lord Chancellor from Ireland.

JOINT-STOCK COMPANIES.

We have already had occasion to notice the important decision of the Lords Justices, confirming the judgment of Vice-Chancellor Wood in the matter of *The Scottish Universal Finance Bank (Limited)*; *Ship's case*. It is here only requisite to refresh our reader's memory by saying that that case was an application by Mr. Ship to be removed from the register of shareholders and the list of contributories of the company, on the ground that his subscription had been obtained on the faith of a prospectus stating the intentions and nature of a proposed company, while the articles of association of the company, which was afterwards actually formed, and in due course

of time wound up, contemplated an undertaking of an entirely different character, the nature of which had never been brought to Mr. Ship's knowledge; on which grounds the application was allowed. Mr. Ship is certainly to be congratulated on his good fortune in escaping by the fact that his subscription was given before the articles of association were registered, for if he had subscribed after, instead of before, he would clearly have been held bound by the articles, with notice of which he would have been held to be affected. The rule which holds such a subscriber so affected is, without doubt, sound in principle, and any relaxation of it would, we feel tolerably sure, multiply the chances and opportunities of fraud which are already so well provided by the way in which joint-stock companies are worked—if indeed those chances and opportunities could be multiplied—but, as a matter of fact, we know very well, and our readers, we presume, know equally well, that in all probability Mr. Ship, if the articles had already been registered at the time his subscription was obtained, would have known just as much of the contents of those articles, and just as little, as he did, in fact, under the circumstances which actually happened. Practically no one ever does know the contents of the articles of association of a company unless he is a promoter, or until he has become a shareholder; and then, if he acquires such information at all, he acquires it through other means than those provided by the Legislature by the medium of the registry of joint-stock companies. Too often, when a wretched shareholder's eyes are forced open by some flagrant act of spoliation on the part of his trusted directors, or of some one wire-puller who works the machinery in the name of those directors, and he refers to the articles of association, he finds, too late, that he has sold himself for naught, bound hand and foot, into the hands of Philistines, and that there is nothing for him to do but to try and get out of the scrape how he can, even by leaving behind him, in the hands of the enemy, all that he has already paid; and he may be considered fortunate if he escapes without having incurred liabilities far beyond the amount actually paid and gone already.

The question is, ought this to be so, or, if not, can it be avoided. It may be plausibly said that law cannot make people wise, or prevent fools from doing foolish things; that the law has provided for those who wish to ascertain the conditions upon which companies are incorporated, the means of acquiring knowledge on the point, and that this is all the law ought to do, that if people choose to become members of companies without knowing what contracts they are entering into, that is their own fault and they ought to be left to the consequences.

But plausible as all this may seem, it is not true; men because they are foolish, ought not therefore to be handed over as a prey to knaves, any more than they should, because they are weak, be handed over as a prey to ruffians, if for no other reason than for this one, that knaves increase in number and boldness, the more knavery is facilitated, and the more it is provided with booty. Moreover, if this proposition were true, then the registry of joint-stock companies is itself a mistake, and no means of publicity need be provided for the articles of association at all. By the enactments as to registration, the principle is admitted, that publicity should be enforced of the terms on which companies are incorporated, although, in fact, we know very well that such publicity is not enforced. The practical question remains; might it not be enforced really, as well as theoretically.

At present a man has in general no time to go to the registry office and examine the articles of all the various companies in the shares of which he may possibly be induced to invest, and it is manifest that often he must make up his mind immediately, or in a very short time, either to buy a particular stock at once, or to lose his chance of buying at a profit at all; what is wanting is, that at the same time the choice is offered him, the means should be at hand of satisfying him what the nature of

the contract is which he is asked to enter into. We cannot help thinking that some efficient means might be invented for this purpose. One obvious step in this direction would be by requiring publication of the articles by the directors in some generally accessible shape; and this might in general be done at a comparatively small expense somewhat as follows:—The Board of Trade or the Stock Exchange, or some other body authorised for that purpose, indeed, for that matter, Parliament itself, might publish a number of approved forms or clauses, which should be generally applicable, somewhat in the manner done in the Lands Clauses Act, the Companies Clauses Act, and the Railway Clauses Act, which might be referred to by number in the advertisement of the directors, and any special clauses contained in the articles ought then to be set out in every advertisement of the prospectus. Copies of these numbers and special clauses should be sent to every allottee of shares — days before the allotment should be final, unless such allottee should be proved to have had actual knowledge of the contents of the articles before allotment. The circulars of the company should also contain a copy as often as such circulars are sent to any shareholder to whom no copy had been previously issued, and a copy should also accompany, or be indorsed on, every deed of transfer, so that no person should execute an acceptance of such transfer without having an opportunity of seeing the terms on which he was accepting. This would go a long way to remedy the evil complained of. Copies of the approved forms should be forwarded to or provided by all the brokers admitted on the Stock Exchange, and should be kept for reference at their offices; and it should be the broker's business to inform his customer, or see that he was informed, of the articles of association of any company in which the broker was ordered to purchase shares: this he could make sure of by showing to his customer a copy of the advertisement, and the clauses referred to by number, unless the customer should specially waive such information by assuring the broker that he was already in possession of it.

As to a contract for sale and purchase made between parties personally, it ought not to be enforceable, unless the vendor should be able to prove that he had tendered a copy of such an advertisement as aforesaid, or that the purchaser had expressly waived it in like manner. In fact, it seems to us that the presumption of law should be as nearly as possible in consonance with the usual fact; that is, that absolute ignorance should be presumed on the part of the purchaser; while the vendor must have, by this arrangement, the means of knowledge, and of affording information, which there could therefore be no hardship in making him impart to any one with whom he desires to deal.

We are not bigotted to the particular plan sketched here, all we wish to impress on our readers is the fact that some mode of enforcing the publicity which the present law admits, ought to be given to the constitution of companies is most desirable, and that we do not consider the difficulties in the way of such enforcement at all such as should daunt men bent on the accomplishment of so desirable an object. Meantime, and until some more satisfactory plan can be elaborated and adopted, we strongly recommend the example of the Ottoman Company, already noticed, and advise all promoters and directors who desire to establish their companies on an undeniable basis, to advertise their articles of association with their prospectus.

EXTRADITION.

The interpretation of the Extradition Treaty between this country and the United States of America has again come before the Court of Queen's Bench in the case of Charles Windsor, and we have no reason to be dissatisfied that the Court has added another to the very small number of decisions dealing with this branch of the law. Our readers will bear in mind that the last time we

touched upon this subject* it was chiefly with reference to the extradition of Müller by the Government of the United States at New York on a charge of murder. The present question has been as to the extradition by the Government of this country of Charles Windsor, who has been accused of forgery. It is unnecessary to recapitulate here the cases of Anderson and Müller, nor yet that of Ternan and others; whose extradition was refused.

Our readers will recollect that there are words of proviso contained in the tenth article of the Treaty to the following effect:—After providing for the delivery to justice of all persons charged with murder, piracy, arson, robbery, or forgery, or the utterance of forged papers, the article proceeds: "Provided that this shall only be done upon such evidence of criminality as, according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial if the crime or offence had been there committed." All the questions which have yet arisen for adjudication in this country have turned, more or less directly, on the force of these words. In the present case the prisoner had been a clerk in the Mercantile Bank in the city of New York, and, according to the affidavit on which the warrant for his apprehension had been issued, the facts were these:—The bank used to receive monies on deposit, and had in its service a clerk, called the "receiving teller," whose duty it was to receive the moneys and securities so deposited, and another, called the "paying teller," whose duty it was to pay all cheques, and drafts, and orders for the payment of money drawn against such deposits; and it was the duty of the "receiving teller" to pay over to the "paying teller" all the moneys and all cheques, drafts, and orders received by him from depositors, to the intent that the same might be, by the "paying teller," collected and converted into money, and, with the other moneys and cash received from depositors, applied so far as was necessary to pay drafts and cheques drawn upon the bank, and that the residue might be deposited by him in the vaults of the bank for safe keeping, after having been properly entered to the credit of the "paying teller" in a book. All the moneys so received from depositors, and the proceeds of cheques, &c., deposited, were in the charge and custody of the "paying teller," and he was primarily responsible therefor, and was in duty bound to deposit the same in the vaults of the bank. At the time when the offence in question was committed, the prisoner Windsor was the "paying teller" of the bank. Among the books of account kept by the bank was one called "the first teller's proof," and it was the duty of the "paying teller" (the prisoner) daily to make in that book entries showing and specifying the gold and silver coin, bank bills, cheques, drafts, and orders, and other written securities for money, which were received by him each day, and all the sums paid by him thereout, and also showing the balance of such moneys remaining in his possession at the close of business hours on each day, and in what manner such balance was accounted for, and how made up, *i.e.*, in what it consisted, how much of it was in specie, and how much consisted of vouchers or securities for money; and all the coins and cheques therein stated to have been received by him were charged to him, and he was liable to account for the same, he being credited all payments entered as made.

On the 28th of October, 1864, the prisoner made in the book entries, showing and stating that he had received and was chargeable with the sum of 2,248,918 dols., and that he had paid out the sum of 1,145,984 dols., and that the balance, 1,102,934 dols., remained in hand in his possession and control, and he made entries specifying that there were then in the vaults 289,000 dols. and in the tills 1,831 dols., and that there were notes, bank bills, &c., to the amount of 545,490 dols. The entry of specie to the amount of 290,831 dols., was false or fraudulent, and there was in fact to the prisoner's credit in the vaults in specie only the sum of 258,915

dols., and the entry that there were notes, &c., to the amount of 545,490 dols., was also false and fraudulent, and there was in fact to his credit in the vaults only the sum of 338,392 dols. in notes, &c. The prisoner's pecuniary obligation and credit purported to be effected by means of such false and fraudulent entries to the amount of the deficiencies, and he had abstracted those amounts from the vaults. It was sworn that these entries had been forged feloniously and with intent to defraud the bank, and that the bank had been in fact so defrauded.

It will be readily seen that the main question to be decided by the Court was whether the offence here described was forgery according to the law of this country and within the meaning of the treaty. Is a false and fraudulent entry in a book of account made by a bank clerk forgery? According to the law of England a merely false statement put into writing does not amount to forgery, and the decision of the whole Court to that effect was unanimous. The treaty, it will be observed, does not include embezzlement or larceny, and, therefore, it was necessary to establish against the prisoner the charge of forgery. An attempt was made to bring the case within the treaty by showing that this offence is, by the laws of the State of New York, deemed forgery, and an affidavit was produced to that effect: but the State of New York not being one of the "high contracting parties" in the treaty, such evidence tended rather to injure the case of the bank, as giving rise to a presumption that the general law of the United States is otherwise. *Anderson's case* turned upon a similar point, viz., whether, the offence with which he was charged not being murder by the laws of this country, his extradition could be demanded on the ground that it was murder by the law of the State of Missouri, where the facts took place.

The substance and foundation of Extradition Treaties consists in equality, and the general expressions, such as *murder* and *forgery*, used in this particular treaty, must now be taken to mean only such crimes as, according to the law of both countries, come within the description, and not to include any offence not regarded by both countries as coming within the definition of the crime charged. It is obvious that the demand could not be made if the offence committed were not, by the law of the demanding country, included in the terms of the treaty; and this decision seems to determine—what that in *Anderson's case* left still in doubt—that the demand will not be complied with unless upon evidence, which by the law of the country upon which the demand is made, would justify an indictment for one of the crimes specified. It has lately been decided also in Canada, in *Burley's case*, that the Court will hear evidence on behalf of the prisoner, and will not order his extradition unless satisfied that, as the result of the whole of the evidence, a jury would be warranted in convicting.

THE LEGAL POSITION OF THE CHURCH OF ENGLAND.

The last number of the *Law Magazine* contains, besides several other matters of interest to the profession, an exceedingly able and valuable article under this title. There are, however, some views put forward there which seem to us so opposed, not merely to the true principles on which all ecclesiastical organization rests, but to the other sentiments of the writer put forth in the very same article, sentiments in which we heartily concur, that we feel it incumbent on us to offer our readers a few observations upon the question.

When the writer discusses the grounds on which the Church in England stands, and shows, we think conclusively, that the Church is the Nation, neither more nor less; and that the Clergy are, legally considered, but the "ministers" or agents appointed by the nation, acting, as alone it can act, in the high court of Parliament, to do its will; and that, whatever may be their *status* as Christian ministers, they have no existence as "parsons" of the Church

of England, except on the terms thus imposed, and by the authority thus given; we do not desire to add a word to an argument which, for clearness and cogency, has been seldom surpassed, even in the pages of the *Law Magazine*. But when he comes to discuss the recent judgment in the Bishop of Natal's case, and the general position of the Church in the colonies, in Scotland, and, even more, in Ireland, he errs, we think, widely, even fundamentally.

The principal error which, in our opinion, underlies all his observations on these points, is a misconception of the powers and rights of Parliament in connection with British possessions.

It appears to us to be a matter of first principle (albeit it has been often denied by a British House of Commons, who have been more than once compelled to eat their own words on the point), that no representative body can ever have or ought to have any power or authority whatsoever over any district or country not represented therein. We hold that an attempt to legislate for the County Palatine of Durham, previous to the 25 Car. 2, c. 9, would have been as flagrant a case of usurpation on the part of the English House of Commons as the famous American Stamp Act was on the part of the Parliament of Great Britain. True, all British subjects, in founding a new colony, where no settled laws as yet prevail, carry with them to the new country the law of England as it exists at the time of colonization; and a part of the law of England is that, in all cases in which positive legislation has not spoken to the contrary, the Crown is supreme; whence it follows that in all matters of executive and administrative government the sovereign can, if no established fundamental right (such as the laws regulating the transmission of property and those providing for personal liberty) be infringed, make such regulations as he or she may deem advisable; and if, in so doing, the Crown chooses to act under the advice of certain ministers, responsible to Parliament for the advice they give, the colonists, as against whom this act on the part of the sovereign, though voluntary, is perfectly legal, have no right to complain. Indirectly, therefore, through these ministers, Parliament can so act upon the will of the Sovereign as to influence the colony, but directly it has no right to interfere.

It would follow from this, and is, we think, constitutionally undeniable, that the Acts of Parliament passed for giving constitutions to Crown colonies are, in those colonies, simply waste paper: the constitution exists by the "mere motion" of the Crown, in which also the English constitution had itself its origin, though the Sovereign may be, and perhaps is, prevented by its compact with the British Parliament—which is, as to the present dynasty at least, a historical fact—from exercising its inherent power of granting such a constitution without the previous consent of that body, testified in the usual manner.

Applying this principle to the Church in the colonies, we find that it is not the case, as stated in the *Law Magazine*, that "the moment you cross the Tweed, or when you have landed at Cape Town, the jurisdiction of the Church has no existence." The case is precisely the reverse, the Church, that is, the nation speaking through its recognized organs, has precisely the same existence there as in England, and if the body having legislative authority in any particular locality,—the Imperial Parliament in any part of the United Kingdom, the colonial Legislature in any colony in which the Crown has delegated its primitive authority to such a body, or the Crown where that has not occurred—has declared its will to be that any particular rules and regulations should govern (not the church, but), the ministers of the church in that locality, then those rules and regulations are the laws of the church there.

It was strongly urged, in the argument before the judicial committee in the Bishop of Natal's case, that if there was no appeal to the Crown, *ex debito justitie*, in cases of heresy, there would be no authority competent to

exercise any jurisdiction or control over an English archbishop. The argument was very forcibly put by one of the learned gentlemen engaged in that case in the following words:—"Indeed, if this view were not correct, it would follow that the archbishops, the colonial bishops, and all the holders of donatives of the Crown, would be wholly exempt from visitation and legal control in their offices; a conclusion not readily to be attributed to the common law of England."

This view does not, however, appear to us to be tenable, at least in any case in which any duty or emolument is by law attached to the office, and we think that, in putting it forward, the position in which every established church stands of necessity to the state in which it is established, has been overlooked. If the church be not a power superior to the state, as the Church of Rome claimed to be before the Reformation, a position to which the Church of England can lay no claim, it will follow that there must be somewhere a coercive jurisdiction to compel the officers of the church to serve faithfully in their offices, at least to the extent of depriving them of all the temporal power and emolument attached to such offices. It may well be that no power now exists in England which can effectively depose an archbishop from his status as such, but whether this be so or not there must always be power to deprive him of the revenues and jurisdiction attached to his see, and vest them in another, who when properly appointed could recover possession of the property of the archbishoprick by ordinary suit in the proper court for the purpose. We maintain, be it observed, that this supreme visitatorial power is vested in the Crown, but even were it not so it would not follow that, as against the beneficiaries of an endowed corporation, it would be nowhere. The case of mere unendowed dignitaries is a question of greater difficulty.

It may, however, well be that a particular colony, say that of Natal, may decline to lay down any regulations for the government of the Christian ministers within its boundaries. If it, at the same time, provided no funds for their support, we should say that there was no church there; not that there would really be none, for wherever there is a Christian community there must be a church, but because, having no ministers over whom, as such, the law could exercise any control, there could be no visible organization which could be referred to as "the church." In such a state of things it would be obvious that any body of Christians within the colony would have a right, by contract among themselves, to provide funds for the support of a minister or body of ministers, and to lay down rules as to the conditions on which the recipients were to be permitted to enjoy the benefits thereof. But if any such body were to provide that its ministers should be "in connection with the Church of England," it might not, perhaps, be very easy to decide by what tribunal any alleged breach of that condition was to be tried.

Let us suppose, for instance, that the opponents of Bishop Colenso succeed, at some future time, in convicting the Bishop of heresy when they get him before a proper tribunal for that purpose—and we do not wish to be understood to prophesy that they will do so—they may find that proceedings before the ordinary courts of justice at Natal, in which their (presumed) judgment of deposition from his office will have no weight whatever, may be necessary for the purpose of getting possession of the Cathedral of Natal, and of any property (if there be any) there belonging to the see; because it seems to us equally clear that the colonial courts (the church not being established) will treat all questions of church property on the footing of *contract* merely, as that the delegates here will treat the question of status as depending upon the law applicable to the Established Church; and it does not appear to us by any means a self-evident proposition that the contract so made at Natal would have been broken merely because an English tribunal had, in the case supposed, decided that the Bishop in question was incompetent to hold any ecclesiastical office

in England, which is all that they could decide. The cases of the *Attorney-General v. Clapham*, 3 W. R. 158, and the *Attorney-General v. Etheridge*, 11 W. R. 199, furnish good illustrations of the principles to be applied to the question, so far as it affects the church property and money.

(To be continued.)

We copy the following from the *Money Market Review*:—
PARLIAMENTARY ARTICLES OF ASSOCIATION.

Although the Limited Liability Acts have now been some years in operation, we much doubt whether many applicants for shares in joint-stock companies are aware that there exist what may be called Parliamentary articles of association, or in other words, that in the first schedule of 25 & 26 Vict. c. 89 (the Companies Act, 1862), a form of articles is set forth under the heading "Regulations for the Management of a Company Limited by Shares." These regulations seem to be drawn up in an equitable spirit, and no doubt were, after mature consideration, settled by the law officers of the Crown. Now, although the existence of these regulations is, as we have said, most probably unknown to the generality of investors, the fact of their existence must be well known to promoters of joint-stock companies, for on examining a large number of articles of association at the office of joint-stock companies, we find that these important documents generally commence with the ominous announcement:—"Table A of the Joint-Stock Companies Act, 1862, shall not apply to this company;" and they then proceed to set forth the articles under which the company is to be carried on, and very nice "articles" many of them prove to be. During the course of our literary labours we have had sent to us divers jocular prospectuses, such as the "Diddlesex Assurance Company," the "Maritime Raising the Wind Company," &c., but, after all, "truth is stranger than fiction," for we venture to affirm that the articles of association of a certain "Discount Company (Limited)," now happily defunct, which were first registered at the companies' office in Serjeant's-inn, and which articles any one may read for a shilling, cast into the shade all the productions of our facetious prospectus-writing correspondents. In the articles of this company it is provided that the managing director shall have a salary of £1,000 per annum, with power to appoint a sub-manager with a salary of £600 per annum, and in the event of the manager's death his widow is to have an annuity of £600. Moreover, the widow of the sub-manager is also provided for, and if at any time the manager should be dismissed, he is to have £3,000 as a compensation for the loss of his place, and there is no proviso that he shall not be entitled to such compensation, even if he shall have been dismissed for misconduct. Now, when we reflect that there is no officer whose duty it is to examine articles of association tendered for registration, with power to reject those containing such monstrous provisions as the above, we are surprised that the modest manager did not further make provision for an annual *fête* for the amusement of the juvenile members of his family; and it is very probable that, like Clive, when he reflects on all the circumstances of the case, he feels "astounded at his moderation."

Surely, with such a specimen of articles of association before us, the investing public, and even promoters of companies, will not be surprised that we advise all companies, who wish to inspire confidence in the public, to circulate their articles of association in conjunction with the prospectus.

EQUITY.

INJUNCTION—NUISANCE—JURISDICTION.

Hepburn v. Lordan, 13 W. R. 368.

Notwithstanding the remarkable extension, of late, of the jurisdiction of Courts of Equity in cases of injunction, the decision of Vice-Chancellor Wood in the principal case created some surprise and much discussion in the profession. The facts of the case were shortly as follows:—The plaintiffs were the owners of extensive tan yards at Bermondsey. They were insured to the amount of about £80,000. The defendants were the owners of the premises immediately adjoining the plaintiffs pro-

perty, and having recently purchased at a salvage sale a large quantity of jute wetted at a fire which had occurred on the wharf where it was lying, they had brought 400 tons of the wet jute and had deposited it, in heaps, in wooden buildings and otherwise upon the premises which adjoined the plaintiffs' property. Their object was to dry the jute by throwing it about and spreading it on hurdles. It appeared from the evidence that, under this manipulation, the jute was heating rapidly; that one insurance office had given notice to the plaintiffs that, in consequence of the proximity of the jute, they should treat their policy of insurance as void, and that another office had, shortly after the time when the jute was brought upon the adjoining premises, kept a fire engine and men day and night upon the plaintiffs' premises, as a precaution against apprehended fire. It also appeared that jute was easily inflammable and very difficult to extinguish when ignited, and that within the last seven or eight years, out of the nine great dock fires, eight of them had arisen from the ignition of jute. On behalf of the plaintiffs Dr. Miller and Dr. Odling stated that jute, under certain circumstances, was in danger of spontaneous combustion. This was contradicted by Dr. Taylor, on the part of the defendants, who stated that there was no well-authenticated instance of jute, whether wet or dry, after being imported into Europe, undergoing combustion as a result of spontaneous heating. It was, however, not denied that spontaneous combustion might occur shortly after packing, in case it was packed in a green or imperfectly dried state. At the hearing of an interlocutory motion for an injunction, the plaintiffs offered to undertake to proceed to try the question of nuisance by indictment; and the Vice-Chancellor, after considering his judgment, granted an injunction, restraining the defendants from bringing upon the adjoining premises any damp jute, and from permitting the damp jute, which they had placed upon the premises, to remain there in such quantities as to occasion danger to the plaintiff's premises. The Vice-Chancellor also put the plaintiffs upon an undertaking forthwith to proceed to indict the defendants for the nuisance. The case was appealed to the Lords Justices; but before the arguments were concluded the defendants offered to remove the jute as soon as possible, and the matter went no further. The Vice-Chancellor's decision therefore remains untouched. We propose to make a few observations upon it.

In the first place we apprehend that there can be no doubt as to the existence of the jurisdiction of the Court of Chancery to interfere by way of injunction in such a case. The question of whether it would so interfere we take to be a mere matter of evidence. Lord Eldon states, in *Attorney-General v. Nichol*, 16 Ves. 338, that the foundation of the jurisdiction in such cases "is that sort of material injury to the comfort of the existence of those who dwell in a neighbouring house, requiring the application of a power to prevent, as well as remedy, an evil for which damages more or less, would be given in an action at law."

In addition to the interference, by the acts complained of, with the personal comfort of the occupiers of the adjoining premises, these are two other ingredients in such a case, which would, we submit, justify the interference on the part of a court of equity by way of injunction, viz., the extreme danger of damage to, or even destruction of, the plaintiff's own property, and the consequent nuisance to the public as well as to the persons immediately complaining of it. The offences complained of in cases of this description are indeed of a quasi-public character. They are, in their nature, injuries to all persons who come within the sphere of their operation, and, so far, they are of the character of public nuisances; but they are also peculiarly injurious to the comfort and property of particular individuals, and thus they constituted private nuisances. In both points of view a court of equity will interfere to restrain their continuance. The only distinction between the two kinds of injury is, that if the complaint be by a member of the public, who

as such, is injuriously affected, the remedy is by information at the suit of the Attorney-General; if by a particular individual, in respect of the injury done to his own comfort and interests, the proper mode of proceeding is by bill. The circumstance, however, that a private nuisance is also of a public character, does not prevent an individual from applying to the court for protection by bill, if he has sustained special damage thereby. "It is going too far to say that if a plain nuisance is attended with particular and special damage to an individual producing irreparable damage, that individual shall not be at liberty to come here unless the Attorney-General chooses to accompany him" (19 Ves. 621). These remarks may be illustrated by a reference to the case of *Crowder v. Tinkler*, 19 Ves. 616. There the plaintiffs were the owners of certain paper mills, one of the plaintiffs residing in a house adjoining the mills. The defendants were manufacturers of gunpowder at certain premises about 400 yards from the plaintiffs' property. Shortly before the suit was instituted, the defendants began to erect a building at the distance of about 200 yards from the paper mills, when the plaintiffs, anticipating that the new building would be used as a magazine, filed a bill praying an injunction on an allegation that the danger from explosion was so great and imminent, that it was necessary, for the safety of the property of the plaintiffs, and the lives of themselves, their families, and workmen, and of the King's subjects, that the Court should interfere. It was contended, on the part of the defendants, that the suit was not properly constituted, as the Attorney-General was not a party; but Lord Eldon overruled the objection upon the ground that it was not the case of a mere public nuisance. "The complaint," he said, "is, therefore, to be considered as of, not a public nuisance simply, but what, being so in its nature, is attended with extreme probability of irreparable injury to the property of the plaintiff's, including also danger to their existence; and on such a case, clearly established, I do not hesitate to say, an injunction would be granted." Inasmuch, however, as the offence complained of was of the nature of a public nuisance, the Lord Chancellor was not satisfied to grant an injunction until the question of nuisance or no nuisance had been determined by means of an indictment at law. At the same time he put the defendants upon an undertaking in the meantime to carry on their business without imminent danger in such a manner as that no more powder should be kept there than was necessary for the purpose of carrying on the trade. So in *Sollau v. De Held*, 1 Sim. N. S. 133, Vice-Chancellor Kindersley sustained a bill filed by a private individual to restrain the ringing of the bells of a Roman Catholic church, situate close to the plaintiff's house; and the practice having been established to be a nuisance in a previous action at law, an injunction was granted to restrain the defendant from tolling or ringing the bells so as to occasion any nuisance, disturbance, or annoyance, to the plaintiff and his family residing with him.

It appears from *Crowder v. Tinkler*, which was followed in the principal case, that the question of whether a court of equity will interfere by injunction to restrain permanently such dangerous or injurious acts, depends upon whether the offence complained of is or not an indictable offence at common law. "It is conceived," said Lord Eldon, "that at common law, the erection of a magazine-house of this sort, if attended with danger to the public, would not be a nuisance. To that I do not agree, as, though gunpowder is an article of recent origin, the principle of law is that any subject of modern discovery cannot be used in such a manner as to constitute nuisance, merely on the ground that the materials are of modern discovery. The instance has occurred of a conviction upon a prosecution for employing a reservoir of gas in a place where an explosion might be dangerous to the king's subjects or their property." It would certainly be a matter of surprise if we found that the common law, which is supposed to reside in the breasts of the judges, were unequal to the task of dealing with all the results which

flow from scientific discovery or commercial enterprise. The question of the common law responsibility must depend, in every case, upon whether the substance in dispute is of such a nature, kept in such quantities, and under such local circumstances as to create real danger to life and property. Upon this principle the keeping of gunpowder in a dangerous place near a town was, in former days, held to be an indictable offence at common law (*Reg. v. Taylor*, 2 Str. 1167; *Reg. v. Williams*, cited 1 Russ. on Crimes, 321), and in very recent times, in the case of *Reg. v. Lister*, 5 W. R. 626; 1 D. & B. C. C. 209, the defendants were convicted of a nuisance at common law in keeping and storing large quantities of wood-naptha in a warehouse in Suffolk-street in the city of London. The jury in this case found that "naptha was very inflammable, more so than spirits or even than gunpowder itself, passing into a vapour at a heat of 140 Fahr.; and if inflamed only extinguishable by the application of enormous quantities of water, and that, without dispute, a fire arising and communicating with the quantity kept on these premises could not be quenched, and would produce very disastrous consequences to the neighbourhood." They also found that "it was the practice in the warehouse never to allow any candles, fire, or gas-light to enter therein, and so long as that continued the naptha would not produce danger." The judge who tried the case having reserved it, Lord Campbell delivered the judgment of the Court of Criminal Appeal, affirming the conviction.

He stated that the liability of this substance to danger from without as well as from within made it a public nuisance. Its supposed safety from within depended upon the care of servants, "but the law takes notice that occasional carelessness may be reckoned upon, and forbids that to be done which, on the recurrence of carelessness, will, in all probability, prove destructive to life and property. As to the supposed danger from without the naptha stored in this warehouse might be seriously exposed to ignition from various external accidents."

The evidence in the principal case brought it, in our opinion, clearly within these authorities. Two distinguished analytical chemists stated, in evidence, that jute (the substance in question) was, under certain conditions, liable to spontaneous combustion, and although the professional witness for the defendants denied this, even he did not dispute that, such was the inflammable character of the jute, that if a fire arose from or in communication with it, the whole of the plaintiffs' property would be, without doubt, totally destroyed. The Vice-Chancellor went rather further than Lord Eldon, for, while he followed *Croeder v. Tinkler*, by putting the plaintiffs upon an undertaking to indict the defendants forthwith for the nuisance, he granted a mandatory injunction to restrain the defendants from bringing any damp jute on the premises in the meantime, and from allowing the jute, which had been already deposited there, to remain in such quantities as to occasion danger to the adjoining premises.

The only point in which we venture to question the course taken by the judge in this case, is as to the plaintiffs being compelled to establish the nuisance by means of an indictment at law. The same Vice-Chancellor had already determined, in *Eaden v. Firth*, 1 H. & M. 573, that a case of nuisance is within the provisions of Mr. Rolfe's Act (25 & 26 Vict. c. 42), and we think that in cases of this character—particularly where there is imminent danger to person and property—the Court of Chancery would best discharge its functions by not shrinking from summoning a jury to assist it in the determination of the legal right. Although the possible danger arising from the delay—occasioned by the prosecution of the indictment at law—was materially diminished in the principal case by the granting of an *interim* injunction in the mandatory form above-mentioned, we feel that it would be more satisfactory in such cases if the whole matter were disposed of before one tribunal.

REVIEWS.

The Law of Joint-Stock Companies. By CHARLES WORDSWORTH, Esq., Q.C. Tenth edition. London: Longman, Green, & Longman. 1865.

Political economists inform us that there is a certain fated period for the capitalists of every nation, which they term the stationary state in which they may continue for a considerable time before falling to decay, but beyond which they will in vain endeavour to progress. Sir A. Alison, taking a protectionist view of the matter, accounts for this social phenomenon by the fact that in the progress of its society a state generally neglects home agriculture, and relies upon foreign supplies of corn. Once that a nation has thus, as it were, gone into the enemy's camp, Sir Archibald considers its prosperity as virtually at an end. The counteracting causes to this mortality of nations are, however, said by the economists to be found in the additional markets supplied by foreign trade, in new inventions increasing the productiveness of labour, and in the occasional destruction of capital by futile speculations, which thus prevent that plethora of wealth which appears to be a ground of alarm to economists of so advanced a degree of prospectiveness as we have stated.

Whatever opinion may be formed of these far-fetched speculations, no one will deny that the Joint-Stock Companies' and Limited Liability Acts have tended to promote speculation to an extent which, if these Acts had not been passed, it could never, by possibility, have hoped to attain. Whether this is, or not, on the whole beneficial, we need not now stop to consider. At any rate we have them, and must hope to guide them so that their effects may be as large as possible for good, and as small as possible for evil; that they may promote thriftiness by holding out tempting investments, and in increasing production, rather than stimulate gambling speculations by the comparative immunity from loss which they guarantee. We will not shrink from the risk; let our wealth be increased, if possible, by legislation, and we will take the consequences; personally, however, we propose to act upon Vice-Chancellor Kindersley's advice, and respectfully decline to trust any money of ours to a limited company on any terms whatsoever.

The extension of joint-stock enterprise has opened up a new field in more ways than one for legal labours. The most important cases in each week's reports relate to the efforts made by shareholders, reluctant to incur the full measure of their liability, limited or unlimited, or the converse attempts of directors who have exceeded their powers. It is significant, however, that with the exception of the matter of the International Bank, recently decided by Vice-Chancellor Wood, there does not appear to have been a single case in which a shareholder has endeavoured to have his name inserted on the register of a company. That case was the more singular, as the applicant clearly showed that the company in which he desired to be enrolled as a member were either guilty of a gross fraud, or else entitled to exclude him—he could only succeed in his motion by ruining the character of his directors. However this may be, certain it is that the general current of suitors is away from the company; but few desiring to continue a connection with the fungi which joint-stock speculation has produced.

Mr. Wordsworth, in the preface to the work before us, discusses the merits of the *Société en Commandite* in France as contrasted with our own. In that country the directors, but not the shareholders, are liable to the entire extent of their property, as also in person, for the debts of the joint-stock concern. The object of the French system is to make the directors bestow as much attention upon the undertaking as if it was their own private concern, the common objection to joint-stock schemes being, that they want the energy and prudence usually exhibited by private partners; that they do not exemplify the maxim, "The master's eye fattens the horse," and that this defect counterbalances the advantages of the enormous capital which they not unfrequently can command. There is some ground for this objection, and its force is not lessened by the action of our bankrupt code. True it is that, increase the shackles on directors ever so much, a Protean knave will find an exit in Basinghall-street; but it is a different thing to emerge naked, and to pay a small portion of your plunder in the shape of "uncalled share capital."

The Act of 1862, we may observe, has been the subject of much criticism, in respect of the facilities it affords for the

perpetration of frauds by joint-stock companies; its direction to shareholders appears to be *saue qui peut*. As, however, it consolidated our joint-stock law, the edition before us, although the tenth, is almost entirely new.

The first edition was published by Mr. Wordsworth thirty years ago, and during the interval since, he has been engaged in writing on similar subjects, so that he has the qualification of the *viginti annorum lucubrations*—said, on high authority, to be necessary to produce a sound treatise on any subject. He does not indeed treat of companies that require express authority of Parliament, such as railway, gas, water, &c., the incorporation of which requires a special Act in connection with the Clauses Consolidation Acts of 1845 and 1847. For such companies Mr. Wordsworth has compiled a separate work. The treatise before us is mainly confined to the laws relating to companies formed under the Act of 1862. It also treats, though in a less extensive manner, of companies formed by Royal charter at common law, by letters patent and registration, under the Act of Will. 4 and 1 Vict. c. 73; of companies established prior to the Act of 1862; of cost-book mining companies; and it deals fully with the winding-up of all joint-stock concerns except railways, whether such companies have been registered or not under the Act of 1862.

The author treats of his subjects in the chronological order, which is doubtless the best for discussing a matter involving a variety of minute details. If the various questions connected with joint-stock enterprise were discussed in the order of their importance in a contractual sense, the treatise, while aiming apparently at a philosophic method, would, in reality, be devoid of anything like a digested consecutiveness of its data.

In the first chapter our author treats of "the mode of forming a company up to the time of obtaining a certificate of incorporation." Under this heading he gives distinct sections on the "mode of action," resolutions and minutes of promoters, the prospectus, letters of allotment, return of deposits, the liabilities of promoters, and the preparation of the memorandum and articles of association. He next treats of "the corporation after its formation, and the course to be adopted by the directors immediately after the incorporation." He then comes to "the subject of the capital of the company, the shares, calls, transfers, sale, and mortgage of shares," &c.

Chapter six is devoted to the consideration of the appointment, powers, and duties of directors. This is far the most important division of Mr. Wordsworth's subject, yet out of the 686 pages of which his work consists, he has devoted only thirty pages to the treatment of this class of questions, and has not, it appears to us, cited any considerable portion of the numerous decisions which must have been already pronounced on the construction of the regulations 55 and 56 in table A. of the Act of 1862. Under our notice of *Ship's case*, ante, p. 391, the reader will find a notable instance of an *ultra vires* scheme by directors, and also the leading cases on this point carefully collated. The omissions on this head are the more to be regretted, as the author, in the preface, informs us that the work "is not a treatise in the sense of principles, but a collection of cases, with an abridgment of the statute law on the particular subject."

Next in importance to the powers and duties of directors are the mutual rights and liabilities of shareholders. Indeed, the rights and duties of directors and shareholders may be said to be strictly co-extensive with the whole range of companies law, so far as it is reducible to general rules. We find, however, no notice of the mutual rights and liabilities of shareholders at all commensurate with the extent or importance of the matter. In a recent case tried before the Jury Court at Edinburgh, Mr. Addie, who held shares in the Western Bank of Scotland since the year 1835, was a few years ago tempted by the flourishing reports of the directors, to purchase additional shares. The bank soon afterwards became insolvent, by which he lost £37,000. He then sued the company for all the losses he had sustained through his having given credence to the fraudulent reports of the directors, and obtained a verdict contrary to the direction of the presiding judge, who considered the directors' report as that of the shareholders, of whom Mr. Addie was one. The opinion of the Lord Advocate appears to be sound in principle; for if Mr. Addie's claim were valid in law, every other shareholder could, *pari ratione*, sue Mr. Addie for a proportion of their own losses. Upon this most important point there is scarcely a single case cited by

Mr. Wordsworth, although the question must have been over and over again decided by our tribunals.

Except these two defects, the work before us appears to be very complete and exhaustive. The author did not attempt a philosophic treatment of what scarcely admitted of it.

Much of the work is devoted to the subject of winding-up. The cases cited are very numerous, and well collated. All the statutes relating to joint-stock concerns are given in an appendix, as also an extended account of the French partnerships, *La Société en Commandite*. Mr. Wordsworth, having much experience in this department of law, has produced a work which reflects great credit on its author, and is indispensable to the practitioner. The defects we noticed respecting the rights of directors and the liabilities of shareholders *inter se*, appear to have resulted from his treating of companies law mainly as *positivi juris*, which, no doubt is its essential nature. Yet the litigated points generally relate to matters not provided for by statute or articles of association. The work, however, has its peculiar merits, and we should be unwilling to detract from them.

The Law Magazine and Law Review, or Quarterly Journal of Jurisprudence. No. 37. May, 1865. London: Butterworths.

The principal paper in this very excellent number of a well known serial will be found discussed at some length elsewhere in our columns; we can here give but a slight notice of the chief subjects treated of in the remaining eight articles of which the number consists.

First, we have a paper on the relative functions of the judge and jury in our system, containing nothing perhaps very new—nothing certainly which has not already appeared in some form or other in the pages of the *Law Magazine*—but yet valuable as collecting and supplying, in a convenient form, the historical data on which such discussions of the question as, for instance, the paper on "The Jury System in England," published in the seventh volume of the *Law Magazine*, p. 318, or Mr. Best's well-known paper on "Trial by Judge and Jury," are necessarily grounded.

Then, passing over the article already alluded to, we come to "a legal triptych," which is a lively and well written account of three distinguished lawyers, not, so far as we can see, possessing any greater mutual correlation to each other than might be predicated of any other trio of great men. We observe, in a footnote to this article, that the writer treats the forced retirement of Lord Plunket in 1841 as a mere party contrivance to secure a pension to Lord Campbell (which, by the way, he never received, and never, as he himself told the Irish bar—we have it on the testimony of an ear-witness—intended to receive a farthing of), and scents the idea that Lord Plunket was thereby in any manner ill-treated. We can only say that we were told by Lord Plunket's grandson that that noble Lord himself used frequently to say that no public man since the revolution had ever been treated with the same "gross discourtesy."

The next article treats of the law of marriage and divorce in England and America, written, as we believe, mainly as a defence of the practical working of the Matrimonial Court in this country. At this we do not cavil, but we perceive at the end of the article a suggestion that the action of this court ought also to be imposed on Ireland and Scotland. If the day should ever come, may it be soon, when the general laws of the whole United Kingdom are thoroughly assimilated, this of course would form a part of the new code, but so long as differences in the law are not merely tolerated, but perpetrated and aggravated by legislative action, we can see no reason for forcing on a reluctant population a privilege which they do not desire, nay, almost unanimously resist.

The next article treats of Mr. Foss's sketches of the English judges, and then we come to an elaborate defence of the scheme of the Council of Law Reporting for introducing a new competition into that field. We have no desire to mix ourselves up any further with that controversy, and should not have thought it necessary to do more than mention the existence of the article in question were it not that it contains near the end some severe, and, as we think, totally inappropriate remarks on the conduct of the defendants in the recent case of *Maxwell v. Sweet*. We have already expressed our opinion with reference to that case, from which we see no reason to depart in the least. With reference to the gravamen of the charge, that someone else's report is palmed upon the profession as that of the reporter, it appears to us

that all that the profession or the judge requires to know is that the report is the report of a barrister; the question of who that barrister is never, except perhaps in the series published under the reporters' names, and scarcely even then, entering into the question of its authenticity or value. We say scarcely even then, because we have never heard that a change in the reporters of any court—the judge or judges remaining the same—has ever affected, appreciably, the value attached to the reports as authority, while, on the other hand, a change of judges—the reporter remaining unchanged—constantly has acted entirely to alter the weight of the reports.

In the article on Forsyth's Cicero we have a sketch of the great Roman orator from a rather, as it seems to us, Napoleonic point of view, followed by a most valuable dissertation on the law affecting criminal lunatics—if the phrase be not a contradiction in terms—and the number concludes with Mr. Williams's paper on the report of the Patent Law Commissioners—a subject already sufficiently discussed in these columns.

On the whole we can honestly say that the high character of the *Law Magazine* is not likely to suffer from a perusal of the number before us.

COURTS.

COURT OF QUEEN'S BENCH.

(Sittings in Banco, before BLACKBURN, MELLOR, and SHEP, JJ.)

May 13.—*Evans v. Skeen*.—This case raised rather an important question of commercial law as to partnerships. It was an action on six bills of exchange (to the amount of about £230) as accepted by one Vincent, the defendant's partner, in the name of the firm. The defence, as pleaded, was that the defendant and Vincent were co-partners upon the terms that all bills, &c., to be drawn on account of the partnership, should be given by the defendant alone, in the name of the firm, and that neither of the co-partners should draw, &c., without the consent of the other, any bill, &c., nor contract any debt except in the usual course of partnership business, and solely for the benefit thereof. That these bills were accepted by Vincent, contrary to these terms, and in fraud of the partnership, and without the defendant's consent in writing, and for the private purposes of Vincent, and not in the regular or usual course of partnership business. That one Colston took the bills from Vincent, and that the other indorsers and the plaintiff took them with full notice and knowledge of the premises, and that there was no consideration for the different indorsements.

The trial took place before Mr. Justice Shee on the 14th of January last, and the plaintiff and the defendant were both called as witnesses, and Colston was called for the plaintiff, but Vincent was not called. The plaintiff and Colston swore positively that they had given value, and had no idea of the want of authority or breach of the partnership deed. After a long trial the learned judge put to the jury the following questions, with these answers:—"1. Did Colston give value for the bills? No. 2. Did he know that Vincent had accepted in fraud of the partnership and contrary to the deed, and not for partnership purposes? Yes. 3. Did the plaintiff give value to Colston? No. 4. Did he know that Vincent accepted in fraud of Skeen? Yes." In short (as Mr. Justice Blackburn observed), the jury had found, as far as they could, everything in favour of the defendant. It was, however, insisted on the part of the plaintiff, that it was for the defendant to prove affirmatively or positively that there was no value given by him (the plaintiff) for the bills. The learned judge so thought, and entered the verdict for the plaintiff. A rule had been obtained to enter it for the defendant, on the ground that the jury had found that Colston and the plaintiff had notice of Vincent's want of authority, and that neither of them gave value for the bills, which it was admitted were taken by the plaintiff overdue.

Mr. M. Chambers, Q.C., and Mr. Barnard, argued for the plaintiff in support of his right to recover, insisting that the plaintiff was bound to give evidence to disprove value, and that the findings of the jury were merely the result of prejudice, and contrary to the evidence.

Mr. Kenealy, and Mr. J. O. Griffiths, argued for the defendant, citing and strongly relying upon the decision of the Court of Common Pleas (19th January last) in the case

of *Hogg v. Skeen*, 13 W. R. 383, in which, in an action against the same defendant on similar bills, on the same defence, that Court determined the point in dispute in his favour.

The Court, without any difficulty, decided in his favour now, saying that fraud being proved in the inception of the bill, it was for the holder to prove that he had given value. He tried to do so, and the jury disbelieved him. Being disbelieved, it was as though he had given no evidence at all about it, and that being so, he failed to prove what it lay upon him to prove. Even apart from the decision in the Common Pleas, the case would be decided in favour of the defendant, and that case (it was admitted) was not to be distinguished from the present. The jury had found as a fact that value was not given, and that there was notice of the fraud, and the learned judge who tried the case was not dissatisfied with the verdict. The judgment of the Court, therefore, must be in accordance with the findings of the jury.

Rule absolute to enter the verdict for the defendant.

(Sittings at Nisi Prius, before CROMPTON, J., and a Common Jury.)

May 16.—*Bond v. Weston*.—This case, which was an action of debt, was entered in the general cause list, but not on the cause list for to-day. The pleadings had been made up ready for the last sittings in February, and on the 17th of April a deed of arrangement was entered into, which after the last pleading, and within twenty-eight days as required by the Bankruptcy Act, and within the last eight days, had been duly registered. And as it is imperatively required that the new matter should have arisen within eight days of the time of pleading, and the eight days from the time of registration would expire to-day.

Mr. Francis, on the part of the defendant, tendered a plea, *quis darrein continuance*, in the ancient form, as follows:—

"And now on the 16th of May, 1865, before Sir Charles Crompton, one of the Justices of Her Majesty's Court of Queen's Bench, sitting in the absence and stead of the Right Hon. Sir A. E. Cockburn, Lord Chief Justice of the said court, comes the defendant by Mr. George Francis, his counsel, and says that on the 17th of April last, after the last pleading in the action a deed was entered into (setting it forth at full length). And that after the last pleading the deed was duly stamped and registered, &c., according to the Bankruptcy Act."

The affidavit stated that the matter of the plea was true in fact, and arose within the last eight days.

The learned Judge, according to ancient practice, received the plea, and the result, as he stated, was, that the cause could not be tried at these sittings, as the plaintiff cannot deal with or even reply to the plea, or take issue upon it at Nisi Prius, or object to it, however bad it may be, even though quite bad on the face of it; but the judge is bound to receive it, and it stops for the present all further proceedings in the cause.

—*Aston v. King*.—This also was an action of debt, and being in the list for the day, it was called on in its order, and the jury were sworn.

Mr. E. Besley, for the plaintiff, was about to open his case, when

Mr. Lord, for the defendant, rose and tendered a plea, as in the last case, of a deed of arrangement under the Bankruptcy Act, entered into after action, and registered since the last pleading.

The plea being put in, it appeared that the deed was dated the 8th of February last, and registered on the 9th (long after the action was commenced), and that it contained a covenant in it that, if any one of the creditors should at any time thereafter commence or prosecute any suit or action, then the deed should be available as a defence, and pleadable in bar as such, and as an absolute discharge of the debt.

Mr. Besley objected, that as this deed was after action the present action could be no breach of it. And, on the other hand, if it was a breach of the deed and so a defence, it was just as much so on the 9th of February as it was now, and ought then to have been pleaded, and, in fact, there was, on the 11th of February, a summons at chambers for leave to plead it, and it was now far too late. Such a plea could only, according to the practice, be pleaded (as in the last case) within eight days of registration.

Mr. Lord, on the other hand, urged that until some fresh step was taken in the cause there was no breach of the deed,

and the pleadings having been made up and the cause entered for trial at the last sittings, there had been no subsequent step in the cause, and so no breach of the deed, and so no defence until the cause was called on for trial.

The learned JUDGE said he had nothing to do with the goodness or badness of the plea, which could only be raised on demurrer. He was bound to receive the plea if tendered in due time; and as to the point whether it was so, when that turned on the same question as its validity, he had a discretion. That discretion he should exercise in this case by receiving the plea for what it was worth, leaving the plaintiff to question its goodness in the court above. He was, he conceived, bound to receive it, and it prevented him from proceeding with the cause.

Mr. *Besley* pressed that this might enable a defendant unfairly to throw over a plaintiff, and that, at all events, it was for the Judge at the trial to see that the matter had really arisen and been pleaded in due time, and for this purpose to look closely at the affidavit; and the learned counsel insisted on the affidavit being read before the plea was received.

There appeared to be some little hesitation in producing the affidavit.

At last it was read, and stated that the plea was true, and that the matter in it arose within the last eight days before pleading.

The learned JUDGE said he conceived that on this affidavit he was bound to receive the plea, and the effect of it was, he added, to prevent him from proceeding any further with the trial of the cause. If the plea was bad in law, or had been improperly offered, the plaintiff must have recourse to the Court next Term, and he could not object to its validity as a defence now.

The plea was then received, and the cause went off.

COURT OF COMMON PLEAS.

(Sittings at Nisi Prius, before WILLES, J., and a Common Jury.)

May 12.—*Mrs. Rose Edgell, Executrix of Thomas Edgell, deceased v. George Day.*—This was an action brought by an executrix against the defendant, an attorney, to recover a sum of £338, interest on a deposit of £1,600, paid into his hands on the sale of an estate by the plaintiff's testator, and which the defendant, as attorney for the plaintiff, had received. The estate was situate at Potton, in Bedfordshire, and was sold by the plaintiff for £11,500, as trustee under a will, one of the conditions of sale being, that a deposit of £15 per cent. should be paid on the sale, and till the completion of the conveyance, to Mr. Day, the agent and attorney for the vendor. The estate was put up to auction and sold, and the purchaser, in accordance with the conditions of sale, paid the sum of £1,600 deposit to the defendant. The defendant was then directed by the plaintiff to pay the sum to the plaintiff's account at her banker's, in order that it might be invested in Consols, which were then at a low price; but the defendant objected to do so, on the ground that he was a stakeholder, and, like the auctioneer, a trustee for the purchaser, to return him his deposit if the sale was not completed; and justified his refusal on the ground that this was the custom of country solicitors, and that, if the sale should not be completed, he would be responsible to the purchaser for the money. The plaintiff insisted that the defendant was simply her agent in the matter to receive the money for her, and, as the defendant objected to pay over the deposit, changed her attorney. On the completion of the sale the defendant paid the deposit, which he had meanwhile placed to his private account at his bankers. A demand was made for interest, which the defendant refused to pay, and the present action was brought.

Mr. *Coleridge*, Q.C., and Mr. *Dowdeswell*, appeared for the plaintiff, and Mr. *Joseph Brown*, Q.C., and Mr. *Douglas Brown*, for the defendant.

The learned counsel on each side having stated the facts without calling witnesses, agreed to take his Lordship's ruling, subject to the opinion of the full Court.

HIS LORDSHIP referred to the case of *The Duke of Newcastle v. Worthy*, 1 Camp. 337, as decisive on the point. The law was quite clear as to an auctioneer. He was the agent for both parties; but no one ever thought that of an attorney. He was the agent of the person who employed him. A custom or practice among attorneys could not alter the law. He should direct a verdict for the plaintiff for the amount of interest due on the deposit, reserving the defendant leave to move to set aside the verdict if he were wrong.

Verdict for the plaintiff accordingly for £338 10s.

WEST INDIAN INCUMBERED ESTATES COURT.

8, Park-street, Westminster, May 10, 1865.

(Before JAMES FLEMING, Esq., Q.C., and R. J. CUST, Esq., Commissioners.)

Re SCOTT; Ex parte HEAGAN; Ex parte SHAND.

Practice—Transfer of proceedings—Opposition to sale.

The petitioner has a right to decide whether he will proceed in the Central Court or in the Local Court, and the proceedings will not be transferred except upon special grounds. The fact that an estate has been for many years administered by a receiver for the benefit of incumbrancers, and that the owner has no beneficial interest, is of itself a ground for sale.

In this case a conditional order had been made of an estate called "Donovans" in the island of Antigua.

This estate formerly belonged to James Donovan, who died in 1811, having by his will devised it to his son, Richard Donovan, for life, with remainder (as events happened) to James Hancock Donovan for life, with an ultimate remainder (after certain limitations which failed) to Richard Donovan in fee.

Richard Donovan, by his will, devised the estate to his daughter, Caroline Scott, for life, with remainder to her first and other sons in tail.

Richard Donovan died in 1816, and James Hancock Donovan died about 1834, Caroline Scott had died, leaving an eldest son, Honeywood Scott, who was the present owner.

On the death of Richard Donovan, in 1816, a suit was instituted in the Island Court of Chancery, on behalf of James Hancock Donovan (then an infant), and a receiver was appointed. Another suit was instituted in 1833, for the purpose of ascertaining the priorities of certain incumbrances affecting the estate, and much litigation took place, resulting in an appeal to the Privy Council. By an order of the Privy Council, made in 1839, it was declared that Messrs. Shand had a first charge on the estate for a sum exceeding £10,000, in priority to certain legatees under the will of James Donovan, who claimed legacies amounting to about £3,700.

The estate had been in the hands of a receiver from 1816 to the present time. And the proceeds had been applied in keeping down the interest of the above charges, and in reducing to a certain extent the debt of Messrs. Shand, but the balance due in respect of that debt still amounted to more than £5,000, and the legacies were unpaid. Nothing had been received by any person claiming as owner for a great many years, the estate having been administered by the receiver for the benefit of the incumbrancers alone. In January 1865, Messrs. Shand, the first incumbrancers, being desirous of obtaining payment of the principal of their debt, petitioned for a sale, and a conditional order was accordingly made.

Mr. Heagan, who claimed under one of the above-named legatees, thereupon filed a notice of opposition to the conditional order, on the ground that a sale would be unjust and inexpedient, and he also presented a petition under the 12th General Rule for the transfer of the proceedings to the Court of the Local Commission, and both the above matters now came on for hearing.

It was contended on behalf of Mr. Heagan, on the petition for transfer, that the legatees whom he represented resided in the island and were unable to incur the expense of retaining agents or solicitors in England, and that, as Messrs. Shand were obliged to keep agents in the island, it could be no disadvantage to them to conduct the proceedings in the Local Court.

On the second question, the opposition to the conditional order, Mr. Heagan contended that there was no case for a sale as the estate was in favourable times capable of "paying its way," i.e., of keeping down the interest of the incumbrances, and that it had only failed to do so during the last three years, in consequence of the exceptional drought.

On behalf of Messrs. Shand it was urged on the first point that, as petitioners, they had a right to choose their own court; and, on the second point, that they had a right to call for payment of their principal as well as their interest. If the present system were continued, the risk would be theirs, while the benefit (if any) would accrue to others. It appeared by the evidence that the expense of passing the receiver's accounts of this estate in the Island Court of Chancery, amounted annually to £150, but that, owing to some reform which had been introduced, it was hoped that in future it might be done for £90.

Mr. Waddy appeared for Mr. Heagan.
Mr. Archibald Smith appeared for Mr. Shand, the petitioner.

Mr. Butt (of the firm of Booty & Butt) appeared on behalf of Mr. Scott, the owner, and supported the conditional order. He also objected to a transfer of the proceedings.

Mr. FLEMING, Q.C., said that the application to transfer the proceedings to the local court must be refused with costs. There was no ground whatever for the application. The petitioner had a right to select the *forum* most convenient to himself, and had besides a better right to do so than Mr. Heagan, who was a *puise* incumbrancer. The principal matters involved in the case had already been the subject of argument in the Privy Council, where the legatees had been fully represented, and there was nothing in the case which could not be disposed of as easily in London as in the colony. As to the second point, he could not see that it was "unjust or inexpedient" within the meaning of the 8th section of the Act of 1858 that the estate should be sold. On the contrary, he thought that the petitioners were entitled to realise their security, and to obtain, through the medium of the Incumbered Estates Acts, that relief to which they would have been clearly entitled in a court of equity. The circumstance that the estate had been managed by a receiver since 1816, at a great cost, and that there had been no beneficial owner for many years, brought the case within the policy of the Acts, and was, of itself, one of the strongest arguments in favour of a sale.

Mr. CUST concurred, and said that, although he had been connected with the Incumbered Estates Court since its first institution, he had never known a case in which the necessity for a sale was more strongly manifested.

GENERAL CORRESPONDENCE.

TRAVERS *v.* POTTS.

Sir,—When cases are cited against us in court, of the existence of which we are ignorant, we are often perplexed as to the answer to be given to them, or how to distinguish them from the case in support of which they are quoted. But in the greatest embarrassment I do not think that any barrister at this side of the channel would have allowed himself to be betrayed into the assertions made, and the exposure of the amount of ignorance displayed by Mr. Whiteside in the case of *Travers v. Potts*, when commenting upon the case of *Brenbridge v. Latimer*, reported 12 W. R., and which extinguished Mr. Whiteside. The Right hon. gentleman's legal reading must be very limited. If he wants to keep up his law, and become acquainted with the English decisions as soon as they are pronounced, he will find it to be for the interests of his clients to consult the *Weekly Reporter* more frequently than he seems to have done, for he will certainly read cases there of equal authority with that of *Brenbridge v. Latimer*, to which he will be compelled to pay that deference and respect which our judges pay to that publication when cited before them, and which is to be found in all the libraries at Westminster Hall.

AN ENGLISH BARRISTER.

May 10.

THE QUEEN ON THE PROSECUTION OF THE LUNACY COMMISSIONERS *v.* SOPHIA LEANDER.

Sir,—I have to thank you for inserting my letter on behalf of Mrs. Leander on the 22nd ult., and feel assured that you will be glad to find that my then appeal for subscriptions towards paying the £50 fine, inflicted upon that lady, has been most liberally responded to by the following ladies and gentlemen:—Dr. Rogers, £5 5s.; Mrs. Rogers, £5 5s.; William Banting, Esq., £5; Thomas Sturge, Esq., £5; George Sturge, Esq., £5; Henry Huth, Esq., £5; Mrs. Hodge, £5; Mr. Alderman Lusk, £2 2s.; Charles Frederick Huth, Esq., £2; George B. Woolley, Esq., £1; Richard Moulton, Esq., £1; Mrs. Dolby, £1; James Tyrie, Esq., £1; Mrs. Tyrie, £1; John Bumstead, Esq., £1; John S. Phillips, Esq., £1; H. Roworth, Esq., £1; Mrs. Roworth, £1; Joseph Lowe, Esq., £1; Miss Morris, £1; W. R. Ellis, Esq., £1; Mr. Living, 10s.; Mr. A. Ballard, 10s.; and Mr. William Dell, 2s. 6d.; in all £52 14s. 6d. £50 of this sum was applied, on the 9th inst., in payment of the fine inflicted on Mrs. Leander, it being the same day on which that lady's one month's imprisonment in Newgate expired.

To the remaining balance of £2 14s. 6d. it is to be hoped a

sufficient amount will be added to recoup Mrs. Leander the whole of the costs she has been put to in her defence. With many thanks to the subscribers, and to you personally for opening your columns in aid of this good object—

I am, &c.,

JOHN ROBERT TAYLOR.

13, Brownlow-street, Bedford-row, W.C., May 12.

QUERE—STATUTE OF FRAUDS.

A. writes to B. offering to sell him certain numbers of a monthly periodical, viz., "from the year 1853 to the end of 1863, at half the original cost." B. answers that he will take the numbers that A. offers, except the numbers between the years 1859 and 1862. He says nothing as to price. A. writes in reply that he shall be in town in a few days and will call on B.

The parties meet. There is a direct conflict of testimony as to what took place at the interview. B. says that A., not consenting to sell the numbers except those mentioned in his (B.'s) letter, he therefore withdrew his offer altogether. A. says that he did accept B.'s offer in its entirety before B. retracted it.

The price of the numbers being above £10, is there sufficient note or memorandum of the bargain within the 17th section of the Statute of Frauds, to sustain an action against B. for goods bargained and sold.

JUSTITIA.

May 16.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Monday, May 15.

THE LORD CHANCELLOR AND THE LEEDS BANKRUPTCY COURT.

Mr. FERRAND asked the Attorney-General the questions of which he had given notice.*

Mr. MURRAY wished to take that opportunity of asking whether any petition had been presented by Mr. Wilde to the Lord Chancellor explaining the causes which rendered his retirement necessary, and if so, whether the truth of his petition was verified by his affidavit.

THE ATTORNEY-GENERAL.—I will answer the questions which have been put to me, including that just added by the honourable gentleman opposite, which alludes to the resignation of Mr. Wilde of his office of registrar of bankruptcy at Leeds. Mr. Wilde was not called upon by any bankruptcy official to resign, but he was called upon to answer certain complaints made against him of irregularities in his office, not amounting, I believe, to pecuniary or personal delinquency, which were contained in the report to the Lord Chancellor by Mr. Commissioner Elton. Mr. Wilde sent answers to those complaints, but they were not deemed satisfactory. About the same time the chief registrar was informed that Mr. Wilde's state of health was such that, if thought fit, he was entitled to resign under the 33rd section of the Bankruptcy Act of 1861. Accordingly the chief registrar, in writing to state that his answers to the inquiries made were not satisfactory, suggested to him from friendly motives that if his state of health was really such as the chief registrar was informed it was, it was probable that he would be permitted to retire in the usual manner. That led to a petition being presented by Mr. Wilde to the Lord Chancellor, which was verified in every part by Mr. Wilde himself upon oath, and supported by the certificate of an eminent surgeon. The petition states this:—"That your petitioner has for some time been afflicted with a failure of his sight, and that that has now become so serious that he is no longer able satisfactorily to perform the duties of his office, as appears by the certificate of Samuel Key, F.R.C.S., practising at Leeds, hereto annexed," and in consequence of that he prayed to retire. Mr. Wilde was under these circumstances permitted to resign, and received a pension of £600 a-year, being the rate of pension to which he would be entitled upon resignation under the 33rd section of the Bankruptcy Act. So much for the resignation of Mr. Wilde. Then comes the question which relates to the appointment of Mr. Welch. My answer to the two questions put to me is that Mr. Wilde was succeeded by Mr. Welch. Mr. Welch had been some time before strongly recommended to the Lord Chancellor for such an appointment by Sir William Atherton, late At-

torney-General, Mr. Edward James, the Attorney-General for the County Palatine of Lancaster, and other barristers of the circuit to which he belonged. The Lord Chancellor had never seen Mr. Welch in his life, and until these questions were put upon the paper had never heard that he had been in a precarious or bad state of health. As to the alleged arrangement with Mr. Bethell, no such arrangement was ever made, proposed, or thought of. In point of fact, when the appointment of Mr. Welch was made, there was no outlary at all. The appointment of Mr. Welch was made on the 30th of July, 1864, and the outlary of Mr. Bethell was on the 15th of December in the same year. As to the last question, the fact is Mr. Richard Bethell was never appointed, nor was any appointment made out for him as the registrar of the Court of Bankruptcy at Leeds at all. A vacancy had arisen in London by the resignation of Mr. Bethell himself, for reasons which made the Lord Chancellor consider that such resignation was necessary. Afterwards the Lord Chancellor was pressed to transfer Mr. Welch to London and to appoint Mr. Bethell to Leeds, but his Lordship positively refused to do so, and if Mr. Bethell attended the court at Leeds, as is suggested by the question, and stated to the officials there that he had been appointed, that was said and done without the knowledge or sanction of the Lord Chancellor.

Tuesday, May 16.

THE LORD CHANCELLOR AND THE LEEDS BANKRUPTCY COURT.

MR. FERRAND gave notice of his intention to move next Tuesday for a select committee to inquire into all the circumstances connected with the retirement of Mr. Wilde from the magistrature of the Leeds Bankruptcy Court, and the granting of his pension; also into the circumstances of the appointment of Mr. Welch, his contemplated resignation or exchange, and the intended appointment of the Hon. Richard Bethell in his place.

THE ATTORNEY-GENERAL.—With reference to the question put to me yesterday by the hon. member for Devonport (Mr. Ferrand), I wish to say that since I gave my answer I have received a letter from Mr. Welch, the registrar of the Leeds Court of Bankruptcy, which ought to have reached me before the House met yesterday, in which he requests me to make a statement which would have added more completeness in one point to the answer I gave. He says, with regard to himself, that he was unconditionally appointed in July last by the Lord Chancellor to the office of registrar of the Court of Bankruptcy at Leeds, and that he was not then, and has not since been, in precarious health. Then, as to the suggestion that Mr. Bethell went down in February last and attended the court, and stated that he had been appointed. Mr. Welch says that Mr. Bethell—who, I believe, was on a visit to Mr. Welch personally in February last—did not then, or at any other time, attend the Leeds Court of Bankruptcy; and he adds that all the officials to whom he has spoken deny that Mr. Bethell ever told any of them that he was appointed registrar, or that they ever said so, and they said that they did not even know Mr. Bethell's personal appearance. I have seen a letter from Mr. Bethell himself, which is substantially to the same effect.

PETITIONS.

Petitions praying for the abolition of the Annual Certificate Duty were presented during the week—By Mr. Murray, from the attorneys and solicitors of Sunderland and Reading, by Mr. Horsfall, from the Liverpool Law Society; by Sir C. O'Loughlin, on behalf of the president, vice-president, and council of the Incorporated Society of Attorneys and Solicitors of Ireland, and other members of the profession in Ireland; by Sir T. Winnington, from Bewdley, and by Viscount Andover, from the attorneys and solicitors of Malmesbury.

PROVINCES.

LEEDS TOWN COUNCIL.

A quarterly and special meeting was held on Wednesday, the Mayor in the chair.

The Law Library—Vote of Thanks to Mr. Wheelhouse, Barrister.

The Mayor said he had received a letter from a gentleman who was formerly a member of the council—Mr. Wheel-

house, the barrister. He had been intrusted with the arrangement and providing of the necessary law books to complete the library opened in the Town Hall for the use of the barristers attending the assizes and sessions. Mr. Wheelhouse stated in his letter that the library was now complete, and he (the Mayor) was told that the work had been most admirably done, and that the library was as good as any in the provinces. He thought they should, therefore, express their thanks to Mr. Wheelhouse for his kindness in superintending the procuring of books for the library and the arrangement of them. His Worship having moved a resolution to that effect,

Alderman Stead seconded it.

Councillor Nichols said he could endorse every word which had fallen from the Mayor. Mr. Wheelhouse had rendered the Printing Committee very valuable assistance, and the committee were deeply indebted to him for it.

New Public Prosecutor.

Alderman Carter moved that Mr. Rider, solicitor, Park-row, be appointed one of the public prosecutors for the borough. He stated that this gentleman had been ten years in practice, and having served his articles in the office of Messrs. Ferns & Rooke, he must have had a great deal of experience in criminal cases.

Councillor Eagland seconded the motion, stating that he had known Mr. Rider a long time, and he was a highly respectable practitioner who could be relied upon for the able performance of his duty.

Councillor Idle supported the motion, and it was carried unanimously.

IRELAND.

THE ATTORNEYS AND SOLICITORS' SOCIETY.

The general half-yearly meeting of the members of the above society was held on Friday, in the Solicitors' Hall, Four Courts, for the purpose of receiving the statement of accounts and the report of the committee upon the proposed new rules of the society.

The chair was occupied by Mr. R. J. T. Orpen.

Mr. Archibald Goddard, secretary, read the report which stated that the entire number of members of the council (31) should retire each year and be eligible for re-election.

Mr. Brunker moved, and Mr. George seconded, the adoption of the report.

Mr. Nunn moved an amendment, to the effect that the council should not go out of office together, but only one-third in rotation each year.

Mr. Shannon supported the resolution.

Mr. Ellis said he had been a member of the committee appointed to consider the changes, but that he did not approve either of Mr. Shannon's system or Mr. Nunn's. He had yielded, however, just as the chairman of the committee, Mr. Anderson, had, to the votes of the committee in subscribing to the report. He preferred Mr. Nunn's proposal, which was according to the system adopted on railway boards and other public bodies.

Mr. Goodman, Mr. Fyffe, and Mr. Gibson, thought the system proposed in the report an improvement on the present one.

Mr. Anderson thought the proposition in the report to record the number of the attendances of each member of the outgoing council futile, for any member might come into the hall at the meeting, enter his name on the book, and in five minutes afterwards walk out, knowing nothing of what was done at the meeting, and deceiving the country voters.

Mr. Gibson.—Perhaps that will be met by another resolution, that the doors be locked when gentlemen come in (laughter.)

The amendment was then put and lost, and the motion for the adoption of the report carried.

Mr. Ellis moved that the subscriptions of such members of the society as were registered in Dublin should be increased to £1 5s. per annum, and that the subscriptions of those registered in the country should be reduced to 15s. per annum. The country members were entitled to have their subscriptions less than that of the Dublin members, since the latter derived greater advantages from the society, and the smallness of the subscription would induce a greater number of country solicitors to join them.

Mr. Foley seconded the motion. He was of opinion that the country practitioners' subscription should be lowered to

10s. per annum; but for the purposes of discussion he was willing to support the present motion.

Mr. Gibson was decidedly opposed to the motion.

Mr. Kennedy moved an amendment that a special committee be appointed to consider the financial position of the society, and report to the next general meeting any plan they might think necessary to increase the society's income or reduce its expenditure.

Mr. Whitney seconded the amendment.

Mr. Fyffe denied that the country members derived less advantage from the society than the Dublin members, who, besides, gave their time to the society's meetings, which the country members did not.

Mr. Kennedy's amendment was put and carried.

The Saturday Half-holiday.

On the motion of Mr. Molloy, seconded by Mr. Fyffe, a resolution was adopted, that the society approved of the principle of granting a half-holiday on Saturdays to clerks in solicitors' offices.

Mr. Barlow having been called to the second chair, a vote of thanks to Mr. Orpen terminated the proceedings.

COURT OF QUEEN'S BENCH.

(Before the Lord Chief Justice and a Common Jury).

Action against an Attorney.

Wildsmith v. Arthur.—This was an action to recover £10 11s. 6d., which the defendant, Mr. Robert Arthur, attorney, of Belfast, had recovered from a person indebted in that amount to the plaintiff, Mr. Wildsmith, of London. The case had been intrusted to the defendant—the debtor being resident in the north of Ireland—by the plaintiff's attorney, Mr. George Turnley, of Cannon-street, London. The evidence showed the receipt of a cheque from the debtor, and its having been cashed by the defendant. The defence filed was a plea of set-off for work done as an attorney. No evidence was offered in support of the plea, and the jury found at once for the amount claimed.

The Lord Chief Justice said he would bring the matter under the notice of the benchers.

Mr. Philip Keogh was counsel for the plaintiff; Mr. John McMahon for the defendant.

Quo warranto—Town councillor—Personation—Returning officer.

The Queen at the relation of James Haigh v. A. M. Sullivan.—Mr. Norwood (Mr. Chatterton, Q.C., with him), applied on the part of the relator, to make absolute the conditional order for a *quo warranto* information, calling upon the defendant to show by what authority he claimed to hold the office of Town Councillor for the Exchange Ward. The application was rested upon three grounds. The election took place on the 25th November last, and Alderman Tarpey presided at the election, and was the returning officer. It was alleged by the prosecutor that a Burgess of the name of Dowling was personated, and that that vote, being recorded in favour of Mr. Sullivan, made the numbers on either side equal—namely, 200, and that the Alderman then gave his casting vote against Haigh, and in favour of Sullivan. It was alleged also that Alderman Tarpey had received the vote after the hour had closed for the election, and had also declined to put to the voter the two questions required by the 66th section of the 3 & 4 Vict. c. 108.

Mr. Justice O'Brien said that if the votes were equal, and that it was established there was on one side a personated voter, it would not be necessary to go into any inquiry as to the other two points.

Mr. Norwood then proceeded to open affidavits of a Mr. Pepper, who deposed that Dowling was a clerk in his establishment, and that on the day in question he was in the office from ten to five o'clock; and of two other persons to the effect that Dowling had stated that he had not voted—that he had been personated by some other individual, but that he did not like to come forward, as he wished to live in quietness.

It appeared that the last vote received for Mr. Sullivan purported to be that of Dowling, and also that another vote in the same name had been subsequently tendered for the same candidate and rejected.

Mr. Butt, Q.C., and Mr. Crean submitted, on the part of the defendant, that no sufficient case had been established, and that there was a deficiency in the affidavits to establish any charge of personation. The material fact had been suppressed that two votes had been tendered in the name of

Dowling, the latter of which had been rejected by Alderman Tarpey, and it was clear to demonstration that the second objection had relation to the rejected vote, and not to the one which had been received. Alderman Tarpey swore that when the last vote was recorded for Mr. Sullivan he did not know the actual state of the poll, but merely knew that the votes were pretty equal. As to the receiving of any vote after four o'clock, this was expressly and positively denied; and the Alderman having handed his watch to the town clerk, as the time for polling was drawing to a close, the latter was also enabled to swear that no vote was received after the legal hour.

Mr. Heron, Q.C. (Mr. H. Devitt, with him), on the part of Alderman Tarpey, complained that the prosecutors' affidavits suppressed the material fact, that the watches of the representatives of either candidate were set with that of the chairman before the opening of the poll, and Mr. Henry deposed that no vote was received after the legal hour.

Mr. Chatterton, Q.C., was heard in reply.

The Court decided that Alderman Tarpey was entitled to his costs. The object of granting a *quo warranto* was to try whether the election is a valid election, but it was impossible to make the returning officer a party without a *prima facie* case of collusion being made out against him. The case being before the Court not only in an unfair manner, by withholding evidence, but also there being not even *prima facie* evidence to show that he was in collusion with the party, upon the general rules of the Court and the circumstances of the case, Alderman Tarpey was entitled to his costs. With respect to the *quo warranto*, the Court made absolute the conditional order on the ground of personation, but not for any misconduct of the officer.

Order accordingly.

COURT OF EXCHEQUER.

Passenger's ticket—Bye-laws—Arrest.

Barry v. Midland Railway Company.—This action was brought for illegal arrest and detention. It appeared that the plaintiff travelled in a train on the defendants' line of railway, and when the train arrived in Dublin, he refused to give up his ticket (although he knew he had it in his possession) or to pay the fare, and he was thereupon taken into custody. The defendants relied on the bye-laws framed under the 8 & 9 Vict. c. 20, whereby it is made an offence in any person not to give up his ticket when demanded by the company's officer, or, in default, to pay the fare; and it is provided that a passenger so offending, and whose name and address are unknown, may be brought before a magistrate. It is further enacted by the 8 & 9 Vict. c. 97, s. 154, that any officer or agent of the company may seize and detain any person who shall have committed any offence against that Act, and whose name and residence are unknown.

The defendants pleaded, first, a justification of the arrest for a breach of the company's bye-law, in not delivering up the ticket when so required, the plaintiff's name and address not being known. Secondly, a justification alleging that by refusing to deliver up his ticket, the plaintiff had obstructed an officer of the company in the discharge of his duty.

The plaintiff demurred.

The demurrers were argued by Mr. Heron, Q.C. (Mr. McKenna with him), for the plaintiff, and the Solicitor-General (Mr. Falkiner with him), for the defendants.

The Court, after reserving judgment, finally (the Lord Chief Baron *discontente*) overruled the first demurrer and allowed the second.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

ETIQUETTE OF THE BAR.

Some sensation was produced in Paris a short time ago by a letter published by a member of the French bar respecting a political pamphlet written by his friend and colleague, M. Maurice Joly, for which M. Joly had been prosecuted by the Government. In the letter in question the barrister disclaimed all knowledge of the pamphlet in question, and its author; and even went so far as to speak of M. Joly in terms of very strong censure on account of the political opinions he had advocated. The excessive prudence of their colleague was not at all to the taste of the French barristers, who have

now appointed a *conseil de discipline* to inquire into the matter. It is expected that the advocate will be severely reprimanded for his faithlessness and cowardice.

M. Sandon, an advocate, who was confined in a lunatic asylum in France some years ago, and who, when liberated, had an angry correspondence with M. Billault, then Minister of the Interior, on the subject, lately brought an action for damages against the doctor and director of the establishment. He pleaded his own cause, and made a great impression on the Court by the grave, calm, and rational character of his speech. But before sitting down he told the presiding judge that he desisted from his claim. "I have been the victim of an error," he said, "and in bringing before your tribunal the persons who committed it, my object was not to obtain money, but to prove that I am in my right senses. I think I have succeeded, and am content." This peroration produced a burst of applause in court.

SOCIETIES AND INSTITUTIONS.

THE LONDON AND PROVINCIAL LAW ASSURANCE SOCIETY.

The nineteenth annual meeting of the shareholders in this society was held at their office in Fleet-street, on Saturday, April 29. H. S. Law, Esq., deputy-chairman, presided.

Mr. A. DAY (the actuary and secretary) read the notice convening the meeting, and the directors' report and balance-sheet, of which the following is a copy:—

REPORT.

In presenting to the proprietors the nineteenth annual report, the directors renew the congratulations which it has been their good fortune to offer on similar occasions during recent years.

The amount of the assurances effected in the past year is £309,040, under 201 policies, the new premiums on which were £10,635 2s. 9d. The increase of the new business beyond that of the year 1863 is £85,460 in sums assured, and £1,442 1s. 9d. in new premiums, and it will be remembered that the year 1863 exhibited a similar rate of progress. This amount of new business cannot fail to be very satisfactory to the proprietors and the assured.

The total premium income, £56,819 4s. 8d. exceeds that of the year 1863 by upwards of £7,000, and the assurances in force on the 31st of December last were £1,854,704 15s. 8d., being very nearly a quarter of a million in excess of the sums assured at the corresponding date in 1863.

On reference to the balance-sheet it will be noticed that this increase of business has not been obtained by any extraordinary expenditure. The charges of management and expenses for extension of agencies have, in point of fact, been less than those of the preceding year. The charges of management were £2,512 14s. 6d., being at a rate rather less than 3½ per cent. on the income from premiums and interest.

The claims actually paid in the year 1864 amounted to £9,375 only, assured by 11 policies; but to this sum must be added further claims for £16,447 which had arrived at maturity but had not been paid. The claims for the year must therefore be considered as £25,822, reduced to £19,135 7s. by receipt of sums under re-assurances; this amount is considerably below the tabular estimate.

The society's assets have been increased through the operations of the last year by £51,615 13s. 3d., or after allowing for the £16,447 outstanding claims above referred to, by £35,168 13s. 3d., being at the rate of 50 per cent. on the income.

The total assets on the 31st of December last were £356,802 2s. 3d., invested on securities yielding an average interest of £4 13s. per cent. per annum. In this estimate the reversions purchased have been taken as producing only 5 per cent., and the Society's house has been excluded.

Since the last general meeting the Society has experienced the loss by death of two of its directors, Mr. John Oliver Jones, and Mr. John Hope Shaw, of Leeds. The former for many years took a very active interest in the welfare of the Society, and was one of its original directors. The latter was a gentleman of very considerable local influence.

The directors who retire by rotation are Messrs. Bennett, Bower, Cholmeley, Fane, Gaselee, Locke, and Steward; they are all eligible for re-election.

The retiring auditors are Mr. James W. Taylor (auditor for the assured), and Mr. Edwin Ball (auditor for the proprietors), who are also eligible for re-election.

The Directors, in conclusion, desire to remind the proprietors and assured that the next division of profits will be made up to the close of the current year, and while thanking them for their past exertions on behalf of the Society, they appeal for their further support in order that its present success and prosperity may be maintained.

The CHAIRMAN then said—It is with regret that I take the chair on this occasion, owing to the absence of our respected chairman, who is so well able to address you on these occasions, so lucidly explains your balance-sheet, and gives so exhaustive an account of your affairs. Fortunately the balance-sheet now submitted requires no eloquence to recommend it for your acceptance. The mode of business has been most satisfactory, and I would note, on the present occasion, that we have this year received over £10,000 in new premiums, being the first year we have ever had the good fortune to receive so large a sum. I may say that that is not the result of any spasmodic effort or extravagant outlay, but the natural growth of the society. I will take the liberty of showing you what has been the course of our business during the last four years, which will be as good a plan as any of explaining the course we have gone on. In 1861 the amount assured was £152,000, bringing in new premiums £6,000; in 1862 it was £192,000, bringing in new premiums £7,600; in 1863 it was £243,000, bringing in new premiums £9,100; and in 1864, the year we are dealing with, it was £309,000, bringing new premiums of £10,000, so that our course has been a regular progressive advance, which I hope you will all think very satisfactory. Again, our total premium income has gone on progressing. In 1861 it was £39,000; in 1862, £44,000; in 1863, £49,000; and in 1864, £56,000, showing a regular walking on. On the other hand, as I have said, this is not the result of any extravagant outlay. I will show you what has been the payment of management. In 1861 it was £2,423; in 1862, £2,775; in 1863, £2,782; and in 1864, £2,513, so that, as I have already said, instead of advancing in that, happily in the particular year with which we are now dealing, the amount was smaller. The claims, on the other hand, have increased, as they ought and as they must do, but they are not at all up to our tabular mark. There have been ten claims during the year, which, as stated in our report, have amounted to £19,100, which is, I believe, very considerably below that which expectation would have led us to calculate upon. I think about £25,000 would have been the fair expectation on what we are doing, so that in that way we are also in a satisfactory position. One other point is the rate of interest we make. I believe our rate is £4 13s. per cent., which, I think, you will say is very fair, and as high as can be fairly expected. It is not a high rate of interest, but it is a very old and true saying that a high rate of interest involves considerable risk. Our securities have not been of a doubtful character. Of course, I do not wish on this occasion to appear vain of what we have done, but I think we may fairly say we have advanced ourselves to this position, we are taking our place amongst the first of the insurance companies in the metropolis. Our assurances go on regularly. The whole proceeds amount to £10,600 new assurances; and there are very few offices standing alone—I do not mean to speak of offices that have branches at Dublin and Scotland, bringing, as it were, the three kingdoms together—but I say there are very few offices standing alone doing business as we are doing it in a single office, that can show a larger increase in their new premiums. I do not know that there is anything further that I should explain. Perhaps I may refer to the average of our policies effected in the last four years. The average in 1861 was £1,000; in 1862, £1,230; in 1863, £1,250; and in 1864, £1,500; so that, which ever way we turn it round, I think we come out satisfactorily. I think, therefore, I am entitled to ask for your approval of this balance-sheet, and will conclude by moving that the report be received and adopted.

Mr. LAWRENCE said he had great pleasure in seconding the motion. Nothing could be more satisfactory than the present prospects of the society. The honest, straightforward character of their proceedings reflected the highest credit on those who took upon themselves the management of the society's affairs.

Mr. SFRAGUE congratulated the society on the very satisfactory position of its affairs. Some offices advertised that they were doing £30,000 in new premiums; but they always

forgot to state what it cost them to get that amount. That business would not be so profitable to the assured as the business of a society like this, that was conducted at a small expense. This office had the character of being a sort of class office, and he thought, perhaps, it did not appeal to the public quite as much as it might. If the public studied their own interests they would certainly come to an office like this, that did a large business at a small expense.

The resolution was then put and carried unanimously.

The re-election of the retiring Directors, Messrs. Bennett, Bower, Cholmeley, Fane, Gaselee, Locke, and Steward, and the re-election of Mr. James W. Taylor (auditor for the assured), and Mr. Edwin Ball (auditor for the proprietors), and a vote of thanks to the Chairman of the meeting, closed the business of the day.

SOLICITORS' BENEVOLENT ASSOCIATION (IRELAND).

An adjourned general meeting of this association was held on Monday, in the Solicitors' Hall, Four Courts. Mr. Orpen in the chair.

The Secretary, Mr. H. B. Burton, read the report of the directors, from which it appeared that seventy-one new members had been added to the list during the year. The funds at present at the disposal of the directors consist of the dividends on a sum of £1,136 2s. 5d. Government New Three per Cent. Stock, and the annual subscriptions of members, which at present amount to a sum of £170. The report was adopted.

Mr. Gartlan proposed the first resolution:—"That the Solicitors' Benevolent Association, now in active operation, deserves the support and sustenance of the profession." He thought it would not be necessary for him to make use of many remarks to impress upon them the necessity of the association. The profession long felt the want of it; and he could only account for the society not being supported more generally by the fact that it was not made generally known that such a society was in operation.

Mr. John M'Mahon seconded the motion.

Mr. Shannon proposed the next resolution, to the effect that they should call on the members of the profession to subscribe to the funds of the society. He believed that they had declined to accept subscriptions from the bar.

Mr. Gartlan said that was a mistake. There had been no such resolution passed, and they never said that they would not accept subscriptions if they were offered.

Mr. Shannon then proceeded to refer to the Meade Memorial Fund, which he said had been changed into the Solicitors' Benevolent Association. They had in this society a common ground upon which they could meet to afford relief to some decayed brother. To the professional man who had fallen on evil days, the society afforded means of relief. He believed they would save many a bitter pang, among those who suffered from distress and sickness, if they supported the society, which he entreated of them to do.

Mr. Gausson seconded the resolution.

Mr. Cantwell proposed the next resolution:—"That the members of the society be requested to solicit the subscriptions of those who have not yet subscribed to the funds." He said that the claims which the nature and the object of the society had upon their feelings, upon their judgment, and upon their understanding, would make it perfectly unnecessary for him either to weary their patience or waste their time by any expansion of topics or expatiation of words upon the object and purposes of this very benevolent institution. There were in connection with the profession of **attorney** many causes and circumstances that sadly distinguish it from any other calling in society. Any pursuit in life that was directed towards the noble end of maintaining a man's social position has its evils and its trials, but amongst all useful callings of society he knew of none more singularly circumstanced than that of an attorney. He knew of no more incessant or exhaustive labour than that which the attorney was obliged to endure, as in the pursuit of his profession he was obliged to labour from morning till night. And yet, no matter how he laboured or showed his capacity, he was often passed by in the giving of public offices, and could never procure one, perhaps, unless he was a relative or friend of the man who had the power of giving it away.

Mr. Fyfe seconded the resolution.

Messrs. Perrit and Kennedy having been appointed auditors for the ensuing year, a vote of thanks was passed to the chairman, on the motion of Mr. Gartlan, seconded by Mr. Keatinge Clay, and

The meeting terminated.

ADMISSION OF ATTORNEYS.

Queen's Bench.

NOTICES OF ADMISSION.

Trinity Term, 1865.

[The clerks' names appear in small capitals, and the attorneys to whom articulated or assigned follow in ordinary type.]

- ADCOCK, FRANK.—Charles Mossop, Ironmonger-lane; E. E. Fear, Sherborne, Dorset.
 ARCHER, FRANCIS.—F. D. Lowndes, Liverpool; W. G. Bateson, Liverpool.
 ATKINSON, JOHN FREDERICK HENRY.—A. T. Squarey, Liverpool; John Atkinson, Liverpool.
 BARRETT, RICHARD HENRY.—C. P. Barrett, Eton.
 BATCHELOR, EDWARD JAMES.—J. H. Torr, 18, New Bridge-street, Blackfriars.
 BENDLE, CHARLES.—Joseph Bendle, Carlisle.
 BILLINGTON, ARTHUR.—Henry Nelson, Leeds.
 BIRCH, HENRY.—George Birch, Lichfield.
 BIRD, ARTHUR.—James Bowker, 1, Gray's-inn-square.
 BLEWITT, WILLIAM.—W. R. Preston, 13, Gresham-street.
 BRIANT, AFSLEY EEN.—M. Pope, Old Broad-street, late of 27, Austin Friars.
 BROOMHEAD, HENRY.—Henry Broomhead, Sen., Sheffield; William Unwin, Sheffield; C. E. Broadbent, Sheffield.
 BROWN, HENRY ROGERS.—F. J. Reed, 3, Gresham-street.
 BUCKLAND, FRANCIS.—William Bartholomew, 3, Gray's-inn-place; E. B. Randall, 3, Gray's-inn-place.
 BURNEY, JOHN HUTCHISON.—H. Sturmeay, Hibernia-chambers, London-bridge.
 BUTCHER, FREDERICK WILLIAM.—G. J. Durrant (late of Chelmsford, now of 23, Guildford-street, Russell-square.
 CAVIE, WHARTON LISTER LYON.—Lister Wilson, Alford.
 CHALK, RICHARD.—William H. Cave, Newbury.
 CHAMBERS, WILLIAM GEORGE.—C. B. Hellard, Portsmouth.
 CLARK, JOHN NATHANIEL.—John Clark, 9, Cook's-court, Lincoln's-inn.
 CORBETT, FREDERICK.—Edward Corles, Worcester.
 COTTON, EDWARD BOTTEREAUX KNILL.—F. J. Cotton, 35, Ludgate-hill.
 CROOK, JAMES.—J. C. Crook, Chorley.
 DAVIES, ALBAN THOMAS.—Henry Roscoe, 36, Lincoln's-inn-fields.
 DAVIES, JOHN SMALMAN.—W. H. Brown, Swansea.
 DAVIS, RICHARD.—W. S. Catchpool, 4 (late 23) Great Tower-street.
 DICKINSON, JOSEPH, JUN.—Joseph Dickinson, Alston.
 DIMOCK, JOHN GEORGE.—T. F. A. Burnaby, Newark-upon-Trent.
 EADES, GEORGE LAVENDER.—George Eades, Evesham.
 EDEN, JOHN, JUN.—J. F. Stanistreet, Liverpool.
 EDWARDS, DAVID.—W. Lloyd, Ruthin, Denbigh; C. C. Ellis, 1, Lancaster-place, Strand.
 EVANS, GEORGE.—David Walter Davies, Cardiff.
 FOSTER, ARTHUR HENRY.—R. H. Foster, Birmingham.
 FRUDD, EDMUND BEWLEY.—Benjamin Marshall, Barnsley; William Shepherd, Barnsley.
 GETHING, JOHN.—David Pain, Newport, Monmouth.
 GOODWIN, WILLIAM HENRY.—John Jones, Oswestry.
 GRANGER, ARTHUR CHARLES.—Charles Granger, Leeds.
 HADLEY, THOMAS BENJAMIN.—B. H. Sanders, Bromsgrove; James W. Dean, 23, Bloomsbury-square.
 HAMPSON, FRANCIS.—Joseph Eltoft, Manchester.
 HARTILL, JAMES.—Coldicott & Canning, Dudley.
 HARWOOD, WILLIAM.—Henry Harwood, Boston; John Kyme Wright, 25, Bedford-row.
 HAWETT, THOMAS, JUN.—T. F. Taylor, Wigan.
 HAYWARD, JOHN CAMDEN.—William Thomas Carlisle, 8, New-square, Lincoln's-inn; G. G. Newman, 5, Bank-buildings.
 HINCHLIFF, GEORGE.—Walters, Young, & Walters, 9, New-square, Lincoln's-inn.
 HINCKS, JOSEPH, JUN.—Henry Underhill, Wolverhampton; Francis Adams, Birmingham.
 HODGKINSON, GEORGE WAGSTAFFE.—G. Hodgkinson, Newark.
 HOWELL, WILLIAM MARK.—Edward Jones, Welchpool.
 HUSBAND, WILLIAM PALMER.—Henry Richardson, York; James Williamson, Jun., 10, Great James-street, Bedford-row.
 JESSON, THOMAS, JUN.—William Evans, Birmingham.
 KEARSLEY, CHARLES.—F. W. Calvert, York; R. Hankinson, Manchester.

KEARY, WILLIAM PLUMER.—William Cowper Mee, Mansfield.
 LANCASHIRE, SMITH.—Henry Taylor, Manch.
 LEWIS, ROWLAND.—John Morgan, Merthyr Tydfil.
 LOPEZ, BALDOMERO, HYACINTH DE BERTODANO.—G. F. Hudson, 23, Bucklersbury.
 LUCAS, FREDERICK WILLIAM.—Joseph Lucas, 1 Trinity-place, Charing Cross.
 LYNN, JOSEPH RICHARD DAVIDSON.—John Fleming, New-castle-upon-Tyne.
 MAPLES, ARTHUR.—Thomas Carson, Liverpool.
 MARGERITON, WILLIAM.—James Wood, Bradford.
 MARSH, WILLIAM EDWARD.—Richard Marsh, Leigh.
 MARSLAND, BENJAMIN.—Thomas Keene, 77, Lower Thames-street.
 MASON, CHARLES WILES, B.A.—Henry William Birch, 68, Lincoln's-inn-fields.
 MEREDITH, CHARLES, JUN., M.A.—Charles Meredith, 8, New-square, Lincoln's-inn.
 MIDDLETON, LEONARD.—William Middleton, Leeds.
 NORVALE, WILLIAM ALEXANDER.—H. G. Hill, 4, Elm-court, Temple; J. H. Tristram, 18, Barge yard-chambers.
 NUSSEY, ANTHONY FOXCROFT.—J. P. Fearon, 21, Great George-street.
 OLDMAN, ARTHUR RICHARD.—Henry Hefill, Diss.
 PAGE, FREDERICK JULIAN.—F. F. Jeyes, 22, Bedford-row.
 PAGE, GEORGE HENRY.—Arthur Cheese, Hay.
 PALMER, ALBERT FRANK.—F. T. Dubois, 3, Church-passage; William Sparling, 1, King's-road, Bedford-row.
 PASH, FREDERICK.—J. B. Ingle, 37, King William-street.
 POPE, JOHN SPURRELL.—N. Were, Plymouth.
 PRITCHARD, WILLIAM.—H. B. Roberts, Bangor; H. Barber, Bangor.
 REX, WILLIAM.—Thomas F. Brown, Lincoln.
 RHODES, JAMES.—F. Barber, Brighouse.
 RIMER, HENRY.—F. R. Withers, Southampton; Thomas Coater, Southampton.
 ROBERTS, ROBERT HURNPHREYS.—Thomas Gold Edwards, Denbigh.
 ROBINS, JOSEPH.—A. F. Patterson, 19, Portland-street, Southampton.
 RUTTER, ALGERNON.—C. Evans, 2, Gray's-inn-square.
 SALKELD, GEORGE.—Henry John Marshall, Durham.
 SCOTT, HENRY.—Alfred Russell, Dartford.
 SIMPSON, CHARLES HENRY.—S. F. Harrison, Wakefield.
 SMITH, WILLIAM.—William Lloyd, Ruthin, Denbigh; Edward Williams, Oswestry.
 STANBRIDGE, THOMAS, JUN., J. P. Kaye, Birmingham.
 STEVENSON, RALPH ALEXANDER.—J. A. Stevenson, Stoke-upon-Trent; Charles Sedgley, Nethur Knutsford.
 TILLEY, HUGH.—P. O. H. Reed, Bridgewater.
 TOPHAM, FRANCIS WILLOWES.—Adam Knowles, Chesterfield; John Cutts, Chesterfield.
 TUDWAY, CLEMENT, JUN., Richard Mullings, Cirencester.
 TURNER, CHARLES ABRAHAM.—C. W. Estcourt, Newport, Isle of Wight; J. A. Turner, Stoke-under-Hamblen.
 WATSON, EDWIN.—Edward Baker, Birmingham.
 WELBY, CHARLES OUGHTON.—Adland Welby, Uttoxeter.
 WILLIS, FREDERICK.—Frederick Willis, Leighton Buzzard.
 WINTER, CHARLES ALBERT.—T. N. Wightwick, Canterbury.
 WOOD, GEORGE, JUN., George Wood, Rochford; John Evans, 10, John-street, Bedford-row.

Pursuant to Judges' Orders.

BACON, HENRY SKETCHLEY.—Henry Verrall, Brighton.
 BEOR, FREDERICK JEPSON.—Richard White Beor, Swansea.
 BUTTERFIELD, CHARLES.—J. T. Treherne, 75, Alderman-bury.
 LOVEGROVE, WILLIAM.—R. G. A. Hilleary, 5, Fenchurch-buildings.
 LOWES, CHRISTOPHER JOHN.—J. C. Pawle, 7, New-inn, Strand.
 MITTON, WELBURY JAMES.—J. Taylor, Bradford.
 MORGAN, WILLIAM.—R. Greenway, Pontypool.
 PONCONE, JOHN PAUL, JUN.—W. J. Scott, 4, Skinner-street, Snow-hill.
 ROGERS, JOHN BELLAS.—G. M. Jull, 40, Jermyn-street, St. James's.
 WILLIAMS, EDWARD BLISS.—W. H. Watson, 12, Bouverie-street, Fleet-street.
 WORMALD, WILLIAM.—Robert Barr, Leeds.

Trinity Vacation, 1865, pursuant to 23 & 24 Vict. c. 127.

BONE, FOSTER JOHN.—A. B. Bone, Devonport.

BRAMLEY, HERBERT.—Edward Bramley, Sheffield; J. Prior, Southampton-buildings.
 DAW, SAMUEL JOHN, JUN.—Charles Kitson, Torquay.
 ELLIOTT, JOSHUA ALFRED.—Thomas Sutton, Manchester.
 GOODAY, WILLIAM NOTT.—Stevens & Beaumont, 6, Old Jewry; J. Beaumont, 6, Old Jewry, and Great Coggeshall, Essex.
 HILLEARY, FREDERICK EDWARD.—G. E. Hilleary, 5, Fenchurch-buildings.
 HOLMES, WILLIAM.—John Ward, Burslem.
 JONES, RICHARD GARDINER.—R. M. Jones, 190, Tooley-street.
 KING, LAWRENCE.—Robert Wells, Kingston-upon-Hull.
 LARKEN, FRANCIS ROOPER.—Robert Toynbee, Lincoln.
 RIXON, THEODORE ROBERT.—William Rixon, 38, Cannon-street, City.
 WOODALL, SAMUEL.—F. M. Haywood, Derby.
 WRIGHT, HENRY GRANVILLE.—J. G. Bonner, 15, London-street.

LAW STUDENTS' JOURNAL.

PRELIMINARY EXAMINATION.

Pursuant to the judges' orders, the preliminary examination in general knowledge will take place on the 25th and 26th October, 1865.*

The special examiners have selected the following books, in which candidates will be examined in the subjects numbered 9 at the said examination:—

- In Latin—Sallust, Catiline, or Virgil, *Æneid*, book i.
- In Greek—Homer, *Iliad*, book i.
- In Modern Greek, †
- In French—Molière's *L'Avare*, acts i., ii., and iii.; or G. Guizot's *Alfred le Grand*, chap. i., ii., iii., iv., and v.
- In German—Fr. von Schiller's *Dreissigjähriger Krieg*, first part; or, Wieland's *Oberon*.
- In Spanish, †
- In Italian, †

Each candidate will be examined in one language only, according to his selection. Candidates will have the choice of either of the above-mentioned works.

INNS OF COURT.

The examinations of candidates for admission to any of the Inns of Court, with the view of keeping terms for call to the bar for the ensuing Trinity Term, will take place in the benchers' room, Middle Temple Library, at ten o'clock on each of the following Saturdays, viz., May 20 and 27, and June 3 and 10.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society on Tuesday, the 16th inst., the question discussed was, "Ought the Government to exercise their power to purchase railways reserved by the Act of 1844?"

Mr. Addison opened the question in the negative, in which way the society decided it.

COURT PAPERS.

CHANCERY VACATION NOTICE.

During the vacation, until further notice, all applications which are necessary to be made at the Judges' Chambers, are to be made at the chambers of the Vice-Chancellor Sir R. T. Kindersley. Any application which it may be found necessary to make during the Whitsun vacation for special injunctions or writs of *ne exeat regio*, must be made on production of copy of the bill, certificate of bill filed, and office copy of the affidavit in support; and at his Honour's chambers information will be given of the time and place at which the application may be made.

The chambers of the Vice-Chancellor Kindersley will be open on May 23 from eleven to one.

PUBLIC COMPANIES.

SOLICITORS' AND GENERAL LIFE ASSURANCE SOCIETY.

At the nineteenth annual general meeting of this society, held on the 10th inst., the report, read and unanimously

* The terms and requirements of this examination will be found in detail in 8 Sol. Jour. 580, and 9 Sol. Jour. 150.
 † See 9 Sol. Jour. 150.

adopted, stated that the new policies (138), assuring the sum of £117,495, yielded in premiums £3,365. One annuity was also granted, for which a consideration of £878 was received. The premium income amounted to £33,871, and the interest to £8,841, giving a total receipt from premiums and interest of £42,712. The year's business has added £11,616 to the general funds of the society.

The National Bank is authorized to issue 66,800 shares of the Peruvian Railways Company (Limited) of £25, each representing a first issue of capital aggregating £1,670,000. The Peruvian Government have granted a concession in the shape of a guarantee of 7 per cent. per annum on the whole capital, viz., £3,340,000, and a redemption fund is also to be formed from the capital, raised by means of which shares will be periodically drawn after the expiration of twenty years, and paid off at a stipulated premium of 100 per cent. The International Contract Company (Limited) have entered into a contract for the construction of the works, consisting of two lines, one to connect the Port of Pisco with the town of Yca, the other to connect Arequipa with the Port of Mejia, in all 136 miles in length, and during their construction they have guaranteed to pay the shareholders 7 per cent. per annum on the capital as it is paid up. But the confidence of the directors in the ultimate success of the company is such, that they do not hesitate to state in their prospectus that "the prospect of revenue from the working of the railways are so great as to render the government guarantee (in other respects so important) a feature of but secondary consideration." This opinion is corroborated so far by the fact of the Callao and Lima Railway now distributing dividends approaching 40 per cent. per annum on the original costs of construction. Under all these circumstances there is no reason to doubt the success of this new and important industrial undertaking, supported so strongly as it is on all sides, first by the Peruvian Government, with a direct guarantee of the 7 per cent. per annum and a lien in the hypothecation of Guano exported to Europe; secondly, by the introduction of the project by the National Bank to its highly influential connections, and ramifications in the Metropolis, Liverpool, and Ireland, and thirdly by the guarantee of the International Contract Company, which has contracted to complete the lines within the amount of authorized capital. The directors, engineers, and solicitors are all of well-known high standing.

Notice has been given that the Credit Foncier and Mobilier of England will issue debentures of £500,000 and upwards, in sums of £10 up to £1,000, with Coupons attached bearing interest for 3 years at the rate of 6 per cent. per annum, for 5 years at 6½ per cent., and for 7 years at 7 per cent., payable quarterly. The bonds are issued to bearer, and can be made to pass from hand to hand without trouble or expense, or be transferable by deed duly registered on the company's books for the convenience of trustees and others. The company also announce that it will receive deposits of money of from £10 and upwards at fourteen days' notice, at 4½ per cent. per annum; for fixed periods of not less than two months, at 5½ per cent. per annum; beyond two and up to four months, at 5½ per cent. per annum; beyond four and up to six months, at 5½ per cent. per annum; any period beyond six months, at 6 per cent. per annum.

The Credit Foncier and Mobilier of England have launched another subscription for an enterprise, which promises to be very successful. It is the issue of the A Stock of the Metropolitan Extension Railways, connected with the London, Chatham, and Dover Company. The amount to be offered is £1,212,000 in 30,300 provisional certificates of £40 each, with guaranteed interest at the rate of six per cent., by Messrs. Peto, Betts, & Crompton, payable as from the 1st of January, 1865. We entertain no doubt but the route will be productive of the most encouraging results. The powerful influence of the Credit Foncier and Mobilier Company will be sure to float these securities, irrespective of the attractive character and cheap price of the investment.

The fourth half-yearly general meeting of the Inns of Court Hotel Company will be held on Thursday, the 25th, at Grey's-inn Coffee House.

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL HOTEL.

May 10.—By Messrs. EDWIN FOX & BOUSFIELD.
Freehold and leasehold estate, occupying one of the finest sites in the city of London, and being Nos. 29 & 30, Cornhill—Sold for £40,000.

Freehold official premises, being No. 3, Great St. Helen's, City, producing £497 per annum—Sold for £7,100.

MAY 12.—By Mr. FRANK LEWIS.

Lease (14 years from Lady-day, 1865) of those manufacturing premises known as the Surrey Iron Works, in Emerson-street, Southwark, together with plant; ground rent, £175 per annum—Sold for £500.

Freehold 3 houses, being Nos. 1, 2 and 3, Woodfield-villas, Woodfield-road, Harrow-road, producing £39 per annum—Sold for £1,400. Absolute reversion to £200 left by will, receivable on the death of a lady aged 87 years—Sold for £650.

Absolute reversion to £2,843 13s. 1d. 3 per Cents., receivable on the decease of a lady aged 59 years—Sold for £1,220.

Absolute reversion to a freehold house, known as Park Cottage, Upper Sydenham; let at £65 per annum; receivable on the decease of a lady aged 59 years—Sold for £440.

Absolute reversion to a freehold ground-rent of £15 per annum—Sold for £150.

Absolute reversion (upon the death of a lady aged 59 years) to 4 leasehold houses, being at Kirkdale, Upper Sydenham; also to a residence known as The Retreat, Peak-hill, Upper Sydenham—Sold for £1,350.

Absolute reversion to one tenth share of 3 freehold houses and 2 shops, at Nottingham; 31 shares in the Nottingham Gas, Assurance, and Cemetery Companies; and household furniture and stock-in-trade of the estimated value of £357 18s.—Sold for £155. Reversionary legacy of £500, payable on the death of a gentleman aged 65 years—Sold for £250.

MAY 16.—By Messrs. WAINWRIGHT & HEARD.

Freehold estate, known as Clipham Hall, situate in the county of Rutland, and containing about 1,705 acres—Sold for £68,500.

MAY 17.—By Messrs. NORTON & TAIST.

Freehold house, situate No. 4, Connaught-terrace, Anerley, Surrey—Sold for £250.

Freehold nursery-ground, with cottage and buildings, situate at Much Hadham, Herts—Sold for £260.

Freehold, 2 shops and house, situate No. 17, Old Bond-street, Piccadilly, producing £541 10s. per annum—Sold for £12,100.

Freehold shop and house, situate No. 33, Old Bond-street, Piccadilly; let at £240 per annum—Sold for £8,500.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

KENNEDY—On May 15, at Dunstaffnage, Stillorgan, the wife of Alexander D. Kennedy, Esq., Solicitor, of a daughter.

LEWIS—On May 13, at Morningson road, Regent's-park, wife of A. J. Lewis, Esq., M.A., Barrister-at-Law, of a son.

McDONALD—On May 10, at Dublin, the wife of Randal W. McDonald, Esq., Barrister-at-Law, of a daughter.

WEDLAKE—On May 14, at Highbury, wife of W. O. Wedlake, Esq., Solicitor, of a son.

WILSON—On April 30, at Dublin, the wife of James Wilson, Esq., Barrister-at-Law, of a son.

MARRIAGES.

MUTUKISNA—POLE—On May 9, in the parish church of Yeovilville, Somersetshire, H. F. Mutukisna, Esq., Deputy Queen's Advocate, and Justice of the Peace for the Northern Circuit of the Island of Ceylon, and of Oriel College, Oxford, to Henrietta M., daughter of the Rev. R. Pole, Rector of Yeovilville.

SMITH—JACKSON—On May 13, at St. Michael's, Malton, John, son of the late J. L. Smith, J.P. of Hull, to Edith F., daughter of the late H. Jackson, Esq., Solicitor, Valton, Yorkshire.

TANNER—SHARP—On May 13, at St. Matthews, Oakley-square, E., Somerset, son of R. T. Tanner, Esq., Solicitor, Cheltenham, to Elizabeth, daughter of Mr. G. J. Sharp, Great Tower-street.

DEATHS.

BLACKBURN—On May 10, at Moor Allerton, J. Blackburn, Esq., Solicitor, Coroner for Leeds, aged 60.

GIFFARD—On May 13, at Sunbury, Lady Giffard, widow of Sir A. H. Giffard, Bart., LL.D., formerly Chief Justice of Ceylon, aged 79.

HARRIS—On May 13, at Ockendon-road, Islington, A. E. Harris, relict of the late Charles Harris, Esq., Solicitor, of Upper Stamford-street, Blackfriars-road, aged 51.

HUNT—On May 5, at Dublin, Elizabeth D. Hunt, daughter of the late John Hunt, Esq., Barrister-at-Law.

HYDE—On May 3, at Dublin, Harriett Arabella, daughter of Thomas Hyde, Esq., Solicitor, Ballinasloe.

LEDWITH—On May 4, at Dublin, Fanny, daughter of the late George Ledwith, Esq., Solicitor.

OGDEN—On May 9, at Hastings, J. Ogden, Esq., Clerk of the Peace for the City of Manchester, aged 62.

WELLS—On Feb. 28, at Talbot, Victoria, J. D. Wells, Esq., Solicitor, aged 57.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

TUESDAY, May 9, 1865.

LIMITED IN CHANCERY.

British Ice Making Company (Limited).—Petition for winding up, presented May 3, directed to be heard before the Master of the Rolls, on the first day of petitions in Trinity Term. Warry & Co Lincoln's-inn-fields, solicitors for the petitioners.

UNLIMITED IN CHANCERY.

Isle of Wight Ferry Company.—Vice-Chancellor Wood has, by an order dated May 5, appointed William Moates, 19, King's Arms-yard, Moorgate-street, to be official liquidator.

Agriculturist Cattle Insurance Company.—The Master of the Rolls has ordered that a call of £20 per share be paid on or before May 17.

FRIDAY, May 12, 1865.
LIMITED IN CHANCERY.

Mercantile Credit Association (Limited).—Petition for winding up presented May 8, to be heard before Vice-Chancellor Wood on May 27. Vallance & Vallance, Essex-st, Strand, solicitors for the petitioners.

Blackburn Co-operative Cotton Spinning and Weaving Company (Limited).—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their solicitors, to Hy Edge, Blackburn, official liquidator. Monday, June 5, at 2, is appointed for hearing and adjudicating upon the debts and claims.

London, Hamburg, and Continental Exchange Bank (Limited).—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their solicitors, if any, to Fredk Whitney, 5, Serle-st, Lincoln's-inn, official liquidator. Wednesday, June 8, at 1, is appointed for hearing and adjudicating upon the debts and claims.

UNLIMITED IN CHANCERY.

Portsmouth, Portsea, Gosport, and South Hants Banking Company.—Creditors are required, on or before June 3, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their solicitors, if any, to John Ball, Moorgate-st, official liquidator. Monday, June 12, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

FRIDAY, May 12, 1865.

Spittlegate Provident Society. Mr. Ostler's Schoolroom, Spittlegate, Grantham, Lincoln. May 5.

Friendly Society, Black Horse Inn, Nuneaton, Warwick. May 5. Brotherly Love and Goodwill Society, White Horse Inn, Gorleston, Suffolk. May 10.

Bright Hope of the East, Sophia-st Temperance Hall, High-st, Poplar. May 5.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, May 9, 1865.

Boden, Hy Thos, Bicktons-heath, Shrewsbury, Salop. May 27. Sill & Boden, M.R.

Gates, Jas, East India Dock-rd, Poplar, Gent. June 10. Vaughan & Governors of the Bounty of Queen Anne, M.R.

Hamilton, Wm, Plaistow, Essex, Gent. June 3. Smith & Carter, V.C. Wood.

Moxham, Egbert, Maze-hill, Greenwich, Architect. June 12. Hudson & Moxham, V.C. Stuart.

Robertson, Alex, Woking, Surrey, Gent. June 24. Robertson & Scott, V.C. Stuart.

Scott, Thos Parker, Armathwaite, Cumberland. June 12. Mounsey, & Longridge, V.C. Kindersley.

Wheat Anna Mine, St. Hilary, Cornwall. June 2. Forman & Harvey V.C. Stuart.

FRIDAY, May 12, 1865.

Benjamin, Marian, Lower Thames-st, Fish Merchant. May 30. Benjamin & Benjamin, M.R.

Mummery, Robt, Folkestone, Kent, Cordwainer. June 12. Mummery & Mummery, M.R.

Parker, Saml, Thurgarton Quarters, Nottingham, Farmer. June 30. Clay & Parker, V.C. Stuart.

Sheppard, John, Framlingham, Suffolk, Maltster. June 21. Alexander & Connor, V.C. Stuart.

Thompson, Thos Wm, Fish-street-hill, Merchant. June 10. Yates & Daisley, M.R.

Whitehead, Wm, Cadney-cum-Housham, Lincoln, Farmer. May 30. Edlington & Wilson, V.C. Kindersley.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, May 9, 1865.

Areedeckne, Walter, Lower Grosvenor-st, Esq. June 4. Cutler & Turner, Bedford-row.

Beale, Geo, Folesworth, Leicester, Farmer. July 10. Watson & Co, Lutterworth.

Burcham, Wm, Ewerby Thorn, Ewerby, Lincoln, Gent. May 20. W. & W. Holdich, Sleaford.

Cole, Joseph, Camden-rd-villas, Camden-town, Auctioneer. June 24. Johnson & Weatheralls, King's-bench-walk, Temple.

Goldit, Wm, Newton-lane-end, Wakefield, York, Gent. June 15. R. J. & F. Lumb, Wakefield.

Goldin, Hannah, Newton-lane-end, Wakefield, York, Widow. June 15. R. J. & F. Lumb, Wakefield.

Goldsbrough, Wm, Rawmarsh, York, Farmer. June 7. Smith & Burdick, Sheffield.

Holmes, Thos, Dilhorn, Stafford, Coalmaster. June 24. Thacker, Chendale.

Mivart, Chas Lister, Langham-st, Portland-pl, Esq. June 4. Cutler & Turner, Bedford-sq.

Searffe, Mary, Gray's-inn-lane, Widow. June 22. Turner, Bedford-row.

White, Rav Robt Meadows, Slimbridge Rectory, Gloucester, Clerk. June 20. White & Co, Whitehall-pl.

FRIDAY, May 12, 1865.

Brereton, Francis Wm, Streatham, Surrey, Esq. June 20. Power & Co, Chancery-lane.

Burdett, Robt, Shearshy, Grazier. July 1. Watson & Co, Lutterworth.

Fraser, Donald Maclean, St Alban's-pl, St James's, Esq. July 9. Freshfields & Newman, Bank-bldgs.

Hancock, Rowland Saml, Marston-upon-Dove, Derby, Farmer. July 1. Flint.

Hind, John, Upper Seymour-st West, Connaught-sq, Esq. July 1. Harris, Moorgate-st.

Mallet, Hugh, Ash, Devon, Esq. Aug 24. Pemberton & Co, Whitehill-pl.

N.H.L. Ann, Alpha Cottage, Hanwell, Widow. June 4. Ware.

Price, David, Deynuck, Brecon, Farmer. June 3. Thomas.

Satcher, Eliz Sheppard, Commercial-pl, Commercial-rd East, Widow. June 26. Lewis & Watson, Eastcheap.

Simmons, John, Portsea, Southampton, Gent. June 24. Hellard & Son, Portsmouth.

Sutcliffe, Jas, Halifax, York, Woolstapler. June 28. Hill, Halifax.

Weedon, Francis, Goldsmith-st, Wood-st, Lace Manufacturer. June 12. Cox & Sons, Sixe-lane.

Wilkins, John, Deptford, Kent, Cloth Drawer. June 12. Deacon & Son, Paulbakehouse-ct, Doctors'-commons.

Assignments for Benefit of Creditors.

TUESDAY, May 9, 1865.

Rook, Jas, Maidstone, Kent, Druggist. May 1. Treherne & Wolferstan, Aldermanbury.

Bluett, Chas, Taunton, Somerset, Wine Merchant. April 26. Lawrence & Co, Old Jewry-chambers.

FRIDAY, May 12, 1865.

Feeling, John, Cambridge, Cook. May 4. Whitehead & French, Cambridge.

Thomas, Jas, Stalbridge, Dorset, Shoemaker. April 24. Melmoth, Sherborne.

Gibbs, Wm, Whittlesey, Cambridge, Grocer. April 20. Mason & Co, Gresham-st; and Smedley, Peterborough.

Needs registered pursuant to Bankruptcy Act, 1861.

TUESDAY, May 9, 1865.

Blundell, Hy, Southport, Lancaster, Butcher. April 27. Comp. Reg May 8.

Bradshaw, Thos, Ensworth, Hants, Baker. April 12. Conv. Reg May 9.

Brown, Chas, Blackpool, Lancaster, Innkeeper. April 10. Conv. Reg May 6.

Butler, Thos, Noble-st, Stepney, Shoe Mercer. April 13. Conv. Reg May 6.

Cabespine, Arthur, Gracechurch-st, Commission Merchant. April 24. Comp. Reg May 8.

Carr, Horatio Mitchell, & John Fenton, Leeds, Cloth Finishers. April 11. Comp. Reg May 6.

Christie, Chas, & Wm Geo Long, Goodge-st, Tottenham-court-rd, Warehousmen. April 10. Comp. Reg May 6.

Clark, John, Lpool, Travelling Draper. April 17. Comp. Reg May 9.

Cohen, Aaron, Wentworth-st, Spitalfields, Confectioner. May 3. Comp. Reg May 5.

Dewhurst, Jane, Heywood, Lancaster, Widow, Builder. April 18. Conv. Reg May 5.

Egan, Thos, Salford, Lancaster, Cotton Merchant. May 6. Comp. Reg May 8.

Fearnley, Chas Thos, Reading, Berks, Grocer. April 29. Comp. Reg May 5.

Fenlayson, Alex, Cardiff, Glamorgan, Travelling Draper. April 12. Conv. Reg May 8.

Funnell, John Barnes, Hastings, Grocer. April 8. Conv. Reg May 5.

Hall, Eliza, Rochdale, Grocer, & John Wm Hall, Rochdale, Comm Agent. April 11. Comp. Reg May 9.

Hammond, Hy, Stanley, & Oliver Walkley, Cardiff, Glamorgan, Grocers. April 12. Conv. Reg May 8.

Hetherington, James, North Shields, Northumberland, Grocer. April 11. Conv. Reg May 8.

Hough, John, Portobello, Stafford, Publican. April 12. Conv. Reg May 8.

Hunt, Edward, Preston, Lancaster, Innkeeper. April 17. Conv. Reg May 9.

Hutchinson, Mary, & Wm Pontefract, Uppermill, Saddleworth, York, Timber Merchants. April 20. Conv. Reg May 8.

Ismay, Thos, & Saml Richd Smyth, Dover, Kent, Ironmongers. April 10. Art. Reg May 8.

Knowles, Geo, Manch, Jeweller. May 4. Asst. Reg May 6.

Lawson, Thos, Pudsey, Calverly, York, Cloth Manufacturer. April 11. Conv. Reg May 8.

Lyde, Geo Fifoot, Leeds, Woollen Manufacturer. April 11. Conv. Reg May 5.

McAlenan, Richd, Newcastle-upon-Tyne, Timber Merchant. April 10. Comp. Reg May 8.

McPierson, Wm, Kingston-upon-Hull, Draper. April 20. Comp. Reg May 5.

Mills, Saml, Newport, Monmouth, Licensed Victualler. April 10. Comp. Reg May 6.

Mitchelson, Mary, South Hetton, Durham, General Dealer. April 11. Asst. Reg May 8.

Moore, Joseph, Birley Carr, Ecclesfield, York, Cattle Dealer. April 30. Conv. Reg May 8.

Moore, Fredk Wm, Middleton-st, Clerkenwell, Baker. April 11. Conv. Reg May 8.

Moss, Timothy, Preston, Lancaster, Boot and Shoe Maker. April 13. Conv. Reg May 8.

Powell, Jas, Portland-pl, St John's-wood, Outfitter. April 4. Comp. Reg May 2.

Randall, Geo, Frith-st, Soho, Boot Maker. April 20. Comp. Reg May 8.

Rook, Jas, Maidstone, Kent, Druggist. May 1. Conv. Reg May 8.

Roscoe, Peter, jun, Oldham, Lancaster, Wheelwright. April 19. Conv. Reg May 8.

Rosinbloom, Joseph, Devonshire-st, Bishopsgate-st Without, Shoe Manufacturer. May 5. Comp. Reg May 8.

Shaw, Hy, Jas Shaw, & Wm Hy Shaw, Dewsbury, York, Plasterers. April 15. Conv. Reg May 6.

Smith, Jas, Bristol, Horsehair Manufacturer. May 4. Comp. Reg May 8.

Sutton, Alexander Kilham, Nottingham, Bookseller. April 29. Comp. Reg May 8.

Taylor, Jas, Finedon, Northampton, Shoe Dealer. April 27. Conv. Reg May 8.

Timperlake, Jas, Bolton, Lancaster, Draper. April 10. Conv. Reg May 8.
 Turner, Geo, High-st, Notting-hill, Boot Maker. May 4. Comp. Reg May 8.
 Twibell, Wm Hy Burton, Bradford, York, Coal Dealer. May 2. Comp. Reg May 8.
 Tye, John, Birm, Lamp Manufacturer. April 12. Conv. Reg May 5.
 Waddington, Hy, Birstal, York, Worsted Spinner. April 20. Conv. Reg May 6.
 Waters, Saml, Wolverhampton, Stafford, Cabinet Maker. April 12. Conv. Reg May 5.
 Watson, John Percival, Lime-st. April 12. Comp. Reg May 8.
 Weara, Wm Hy, Landport, Hants, Baker. April 27. Conv. Reg May 9.
 Weaver, Geo, Tunstall, Stafford, Clothier. April 21. Comp. Reg May 8.
 Wheatley, Wm, Drypool, Kingston-upon-Hull, Pawbroker. March 22. Comp. Reg May 8.

FRIDAY, May 12, 1865.

Bapty, Fredo, Leeds, Comm Agent. May 6. Conv. Reg Feb 11.
 Barker, Thos, Whitechapel-rd, Ironmonger. April 25. Comp. Reg May 9.
 Beaman, Geo, Caversham-rd, Kentish-town-rd, Doctor. April 12. Comp. Reg May 10.
 Begbie, Thos Stirling, Mansion-house-pl, Merchant. April 24. Insempership. Reg May 9.
 Bennett, Hy, Whittlesey, Cambridge, Builder. April 12. Comp. Reg May 10.
 Bennets, Trimer, Penzance, Cornwall, School Proprietor. April 25. Comp. Reg May 9.
 Berry, John, Walsoken, Norfolk, Farmer. April 13. Conv. Reg May 10.
 Bourne, Jas Hy, Dudley, Worcester, Grocer. April 26. Comp. Reg May 10.
 Clark, Nassau, Boltons, West Brompton, Gent. May 8. Comp. Reg May 11.
 Clarke, John Wm, Nottingham, Hatter. April 20. Conv. Reg May 11.
 Clifton, Geo Hy, Bristol, Attorney. April 16. Comp. Reg May 11.
 Cousins, Thos, Norwich, Boot Manufacturer. April 27. Conv. Reg May 9.
 Cowburn, John, Manch, Baker. April 20. Comp. Reg May 10.
 Cox, Edwd Cornelius, Pendlebury, Lancaster, China and Glass Dealer. April 27. Asst. Reg May 11.
 De Coster, Edwd, Fenchurch-st, Merchant. April 11. Inspectorship. Reg May 9.
 Edwards, Fredk Joseph, Wellington, Salop, Gas Manufacturer. April 13. Asst. Reg May 11.
 Fisher, Jas, Bristol, Draper. April 24. Conv. Reg May 10.
 Fletcher, Cleveland, Chas Jas Fletcher, & Frederic Wm Fletcher, Birm, Tack Manufacturers. April 25. Comp. Reg May 11.
 Foster, Richd, Beeston, Nottingham, Beerhouse Keeper. April 15. Conv. Reg May 6.
 Galloway, Thos, Leeds, York, Grocer. May 3. Conv. Reg May 10.
 Gillett, Solomon, Cheltenham, Gloucester, Furniture Broker. April 13. Comp. Reg May 11.
 Harrison, John Chas, & Arthur Hy Harrison, Kingsland-rd, Drapers April 13. Conv. Reg May 11.
 Harbron, John, Leeds, York, Upholsterer. April 17. Conv. Reg May 11.
 Hickson, Fredk, Sheffield, Plumber. May 6. Comp. Reg May 11.
 Holt, Chas, St Alban's, Clothier. May 1. Comp. Reg May 9.
 Hubberstey, Robt, Radburn, Lancaster, Farmer. April 13. Comp. Reg May 10.
 Hubberstey, Wm, Preston, Lancaster, Fellmonger. April 13. Comp. Reg May 10.
 Jones, Lewis, Merthyr Tydfil, Glamorgan, Boot Maker. April 17. Conv. Reg May 11.
 Kiech, Simon Abraham, Adelphi-ter, Strand, Attorney. April 18. Conv. Reg May 11.
 Leach, John, Bingley, York, Wersted Stuff Manufacturer. April 15. Asst. Reg May 9.
 Lorrain, John, Colchester, Essex, Draper. April 21. Conv. Reg May 11.
 Mackereith, Michael, Cheshawdine, Salop, Surgeon. April 15. Comp. Reg May 12.
 Mason, Geo, Colchester, Essex, Ironmonger. April 15. Conv. Reg May 9.
 Miller, Hy, Bradford, York, Cigar Merchant. April 27. Asst. Reg May 9.
 Muirhead, Jas, Hitchin, Herts, Draper. May 5. Conv. Reg May 11.
 Parkes, Wm, & Hy Levick, Manch, Wholesale Grocers. April 22. Conv. Reg May 12.
 Patient, Timothy, Fisherton Anger, Wilts, Yeoman. May 1. Conv. Reg May 10.
 Pearson, Wm, Kingsland-rd, Draper. April 13. Conv. Reg May 10.
 Purkess, Geo, Camden Town, Newspaper Proprietor. April 15. Comp. Reg May 12.
 Ramsden, Silas, Plymouth, Devon, Tobaccoconist. April 15. Conv. Reg May 11.
 Read, Geo, Cubitt's-town, Poplar, Builder. April 27. Comp. Reg May 11.
 Riley, Chas, Lpool, Coach Builder. April 12. Conv. Reg May 10.
 Sanders, John Thos, Higham Ferrers, Northampton, Draper. April 19. Conv. Reg May 12.
 Silveston, Francis Harris, Coventry, Watch Manufacturer. May 9. Comp. Reg May 11.
 Smith, Geo, Leek, Stafford, Attorney-at-Law. April 20. Conv. Reg May 11.
 Soares, Jose, Lpool, Merchant. May 1. Conv. Reg May 12.
 Strigley, John, Jun, and William Strigley, Whaley Bridge, Chester, Coal Proprietors. April 15. Asst. Reg May 11.
 Story, Jane, Durham, Currier. April 21. Conv. Reg May 10.
 Weston, Edwd, High Holborn, Tavern Keeper. April 17. Conv. Reg May 9.
 Worrall, Edwd, St John-st, Clerkenwell, Eating-house Keeper. May 10. Comp. Reg May 11.

Bankrupts.

TUESDAY, May 9, 1865.

To Surrender in London.

Armitage, Wm, Bridge-st, Kilburn, out of business. Pet May 6. May 27 at 1. Hill, Basinghall-st.
 Bradley, Hy, Charlotte-st, Fitzroy-sq, House Agent. Pet May 5. May 22 at 1. Lay, Poultry.
 Brownrigg, Hy, Lime-st, Merchant. Pet May 6. May 30 at 2. Lawrence & Co, Old Jewry-chambers.
 Champion, Jas Niemann, Baring-st, New North-rd, Islington, House Decorator. Pet May 4. May 30 at 12. Riggenden, Southampton-bldgs.
 Clay, John Saml, Bartholomew-rd, Kentish-town, Lithographic Artist. Pet May 5. May 27 at 1. Chalk, Coleman-st.
 Colgrove, Daniel, Tottenham-rd, De Beauvoir-town, Tailor. Pet May 5. May 22 at 12. Leete, Gt Knight-ridge-st.
 Gilmour, Wm, Aylesbury, Buckingham, Surgeon. Pet May 1. May 25 at 1. Willoughby & Cox, Clifford's-inn.
 Hallihan, Daniel, Prisoner for Debt, London. Pet May 3 (for pan). May 22 at 11. Munday, Essex-st, Strand.
 Harris, Richd, Essex-rd, Islington, Tailor. Pet May 5. May 30 at 1. Layton, Church-row, Islington.
 Henwood, Hy, Arlington-st, Islington, Assistant to a Hoaler. Pet May 3. May 27 at 11. Beard, Basinghall-st.
 Hitching, Fredk, Gt Saffron-hill, Marble Paper-hanging Manufacturer. Pet May 6. May 27 at 1. Atkinson, High Holborn.
 Hore, Richd Wesley, Littlehampton, Sussex, out of business. Pet May 4. May 27 at 12. Lepard & Gammon, Cloak-lane.
 Hutchinson, Wm, Alfred-pl, Talbott North, Islington, Watch Examiner. Pet May 4. May 22 at 11. Grout, Scott's-yard, Bush-lane.
 Jones, Robt, New-st, Dorset-sq, Marylebone, Greengrocer. Pet May 4. May 27 at 12. Munday, Essex-st, Strand.
 Lacey, Joseph Roberts, Hoddesdon, Herts, Grocer. Pet May 4. May 25 at 2. Dean & Eley, New Broad-st.
 May, John, Prisoner for Debt, London. Pet May 1. May 27 at 11. Mole, Bartholomew-close.
 Miller, Edwd, Farsenage, Rognor, Sussex, Clerk in Holy Orders. Pet May 4. May 22 at 1. Lawrence & Co, Old Jewry-chambers.
 Paine, Hy, Prisoner for Debt, London. Pet May 4 (for pan). May 31 at 1. Munday, Essex-st, Strand.
 Saunders, Barnard Wm, Dorset-st, Clapham-rd, Brewer. Pet May 4. May 30 at 12. Spyer, Broad-street-buildings.
 Semon, Christopher Fredk Wm, Wallington-pl, Vauxhall, Furniture Dealer. Pet May 4. May 22 at 11. Olive, Portsmouth-st.
 Sever, Richd Samuel, Prisoner for Debt, London. Pet May 5 (for pan). May 22 at 1. Toque, Basinghall-st.
 Kirkman, Chas Felton, Prisoner for Debt, London. Pet May 24 (for pan). May 22 at 12. Hill, Basinghall-st.
 Smith, Wm, St John's-grove, Richmond, Bricklayer. Pet May 5. May 30 at 2. Haynes, Serle-st.
 Stanley, Jas Talbot, Brighton, no occupation. Pet May 4. May 27 at 1. Willoughby & Cox, Clifford's-inn.
 Statham, Wm, Markham-st, Chelsea, Messenger in General Post Office. Pet May 4. May 27 at 12. Hill, Basinghall-st.
 Stone, Edwd, Oxford-market, Oxford-st, Carpenter. Pet May 4. May 30 at 1. Atkinson, High Holborn.
 Thomas, Daniel, Prisoner for Debt, London. Pet May 4 (for pan). May 30 at 2. Atkinson, High Holborn.
 Winter, Wm Davis, Esmond-rd, Victoria-pk, Grocer. Pet May 4. May 22 at 12. Hicks, Moorgate-st.

To Surrender in the Country.

Allan, John, Scarborough, York, Chemist. Pet May 4. Leeds, May 22 at 11. Bond & Barwick, Leeds.
 Baker, Thos Christopher, Dresden, Trentham, Stafford, Pottery Painter. Pet May 4. Stoke-upon-Trent, May 30 at 11. Hawley, Longton.
 Bank, Wm, Axbridge, Somerset, Wine Merchant. Pet May 5. Bristol, May 19 at 11. Beckingham, Bristol.
 Browning, Alfred, Fowke, Worcester, Horse Fly Proprietor. Pet May 4. Worcester, May 23 at 11. Rea, Worcester.
 Burton, Hy, Aston Juxta, Warwick, Retail Brewer. Pet May 4. Birm, May 22 at 10. Clarke, Birm.
 Chorley, Richd, Warrington, Lancaster, Coal Merchant. Pet May 5. Manch, May 23 at 11. Marsh & Barnatt, Warrington, and Grundy & Davies, Manch.
 Comber, Saml, Brighton, Sussex, out of business. Pet May 2 (for pan). Brighton, May 24 at 10. Lamb, Brighton.
 Davies, David, Abelside, Llanfyllin, Montgomery, Butcher. Pet May 4. Llanfyllin, May 23 at 12. Pugh, Llanfyllin.
 Evans, Owen, Penycharlan, Llangerniwr. Pet May 4. Llanrwst, May 12 at 12. Jones, Conway.
 Fisher, Jas, Walsall, Stafford, Comm Agent. Pet May 5. Birm, May 22 at 12. Beaton, Birm.
 Gilby, David, Prisoner for Debt, Springfield. Pet April 26 (for pan). Sudbury, May 20 at 11. Mumford, Sudbury.
 Heap, Andw, Habersham Eaves, Lancaster, Stonemason. Pet May 4. Burnley, May 23 at 3. Backhouse & Whittam, Burnley.
 Hipkiss, Joseph, Birm, Journeyman Press Tool Maker. Pet May 3. Birm, May 22 at 10. Parry, Birm.
 Hope, Anthony, York, Draper. Pet May 6. York, May 25 at 11. Grayston, jun, York.
 Howells, Daniel Edwd, Hereford, Mason. Pet May 4. Hereford, May 30 at 10. Garrold, Hereford.
 Kelly, Alex, Lpool, Cotton Dealer. Pet May 5. Lpool, May 23 at 11. Jenkins & Rae, Lpool.
 Kirby, David, Northampton, Clinker. Pet May 6. Northampton, May 27 at 10. Shield & White, Northampton.
 Lees, Saml, Blackpool, Lancaster, Gent. Pet April 27. Manch, May 19 at 12. Sale & Co, Manch.
 Martin, Robt Thomson, Lpool, Hotel Keeper. Pet May 4. Lpool, May 20 at 11. Nordon, Lpool.
 Payne, Chas, Llanudno, Carnarvon, Confectioner. Pet May 4. Lpool, May 23 at 11. Husband, Lpool.
 Pinkstone, Chas Isaac, Tiverton, Devon, Watchmaker. Pet May 5. Tiverton, May 19 at 11. Cockram, Tiverton.

Pitt, Joseph, Worcester, Cooper. Pet May 3. Worcester, May 23 at 11. Wilson, Worcester.
 Poyser, Thos, Flash, Quarnford, Altonstonefield, Stafford, Joiner. Pet May 5. Birm, May 19 at 12. James & Griffin, Birm, and Smith, Leek.
 Savage, Thos, Birm, Brass and German Silver Caster. Pet May 5. Birm, May 22 at 10. Allen, Birm.
 Seabry, Wm, St. Leonard's-on-Sea, Sussex, Photographic Artist. Pet May 5. Hastings, May 22 at 11. Bilton, Hastings.
 Sharples, John, Blackburn, Lancashire, Comm Agent. Pet May 4. Manch, May 19 at 11. Wheeler, & Co, Blackburn, and Cobbett & Wheeler, Manch.
 Simpson, John, Everton, Lpool, Contractor. Pet May 5. Lpool, May 20 at 11. Harris, Lpool.
 Statham, Joseph, Alrewas, Stafford, Journeyman Butcher. Pet May 5. Lichfield, May 19 at 10. Crabb, Rugeley.
 Tew, Ann, Adamston, nr Walsington, Salop, Innkeeper. Pet May 5. Wellington, May 22 at 10. James, Wellington.
 Tizard, Wm Little, Birm, Engineer. Pet May 8. Birm, May 26 at 12. Parry, Birm.
 Turner, Richd, Newtown, Montgomery, Grocer. Pet May 1. Lpool, May 20 at 12. Littleale & Co, Lpool.
 Twigg, Frdk, Sheffield, Table Knife Manufacturer. Pet May 4. Sheffield, May 25 at 1. Binney & Son, Sheffield.
 Walsh, Nicholas, Birm, Grocer. Pet April 25. Birm, May 22 at 12. Free, Birm.
 Whattam, Joseph, Boston, Lincoln, Gardener. Pet May 6. Boston, May 17 at 11. York, Boston.
 Williams, Adin, jun, Gloucester, Tailor. Pet May 6. Bristol, May 22 at 11. Henderson, Bristol.

FRIDAY, May 12, 1865.

To Surrender in London.

Armitage, Wm, Hornsey Rise Mews, Islington, Fly Master. Pet May 3. May 22 at 1. Field, Ely-pl, Holborn.
 Butler, Jas, Commercial-road, Portsea, Southampton, Mast Maker. Pet May 8. May 31 at 12. Clark, Lincoln's-inn.
 Chesney, Alex, Hutchinson Moira, Lansdown-ter, Regent's-park, Lieut-Colonel. Pet May 9. May 24 at 11. Lewis & Lewis, Ely-pl, Holborn.
 Clements, Wm Matham, Fleur de Lis Public-house, Norton Folgate. Pet May 10. May 31 at 1. Bramwell, Basinghall-st.
 Cowan, Solomon, Goswell-st, General Dealer. Pet May 8. May 27 at 1. Buchanan, Basinghall-st.
 Davis, Coleman, & Aaron Alvarez, Back-rd, Rag Dealers. Pet May 10. June 1 at 11. Bramwell, Basinghall-st.
 Jones, Fredk De Castro, Warwick-st, Pimlico, Comm Agent. Pet May 8. May 31 at 12. Parkes, Strand.
 Dwyer, Wm Geo, & Hy Bateman, Kentish Town-rd, Boot Makers. Pet May 10. June 1 at 11. Scott, Russell-sq.
 French, Hy Richd, North Cray, Kent, Hay Dealer. Pet May 8. May 31 at 12. Silvester, Newington.
 Hawkins, Richd Thos, Oaksey, Wilts, out of business. Pet May 8. May 30 at 1. Vays, New-inn, Strand.
 Hodgson, Jas Braithwaite, Stoke Newington. Pet May 6. May 22 at 1. Buchanan, Basinghall-st.
 Holmes, Robt, Eastern, Northampton, Auctioneer. Pet May 10. May 24 at 11. Law, Stamford.
 Jones, Isabella Jane, Wandsworth-rd, Widow. Pet May 3. May 31 at 2. Chidley, Old Jewry.
 Kenonish, Wm, jun, Cumberwell-rd, Walworth, Stationer. Pet May 5. May 27 at 12. Parkes, Strand.
 Kirk, Martin Wm, Ebenezer-ter, Kennington-park, Broker. Pet May 8. May 27 at 1. Hill, Basinghall-st.
 Lucas, Alex, Hackney, Shipping Agent. Pet May 8. May 22 at 1. Lawrence & Co, Old Jewry-Chambers.
 Morgan, Lewis, St George's-st East, Carman. Pet May 9. May 21 at 1. Stoddart, East Stepney.
 Mowl, Geo, Bethnal-green-rd, Carpenter. Pet May 10. May 24 at 11. Buchanan, Basinghall-st.
 Orchard, Wm, & John Holman, Downs-park-rd, Hackney, Builders. Pet May 8. May 22 at 1. Marsden, Walbrook.
 Pearce, Geo, Bow-common, Stepney, Baker. Pet May 9. May 30 at 11. Stoddart, Arbour-st East, Stepney.
 Read, Patrick, Croydon, Surrey, Greengrocer. Pet May 9. May 24 at 11. Parry, Croydon.
 Ratland, Wm, Edward-st, St John's Wood, Auctioneer's Clerk. Pet May 8. May 30 at 11. Searth, Regent-st.
 Schollfield, John Mather, Prisoner for Debt, London. Pet May 10 (for pau). June 1 at 11. Cooke, New Broad-st.
 Starley, Wm, Lym-rd, Brixton, out of business. Pet May 8. May 30 at 2. Hill, Basinghall-st.
 Walkey, Wm Simons, Croydon, Builder. Pet May 9. May 31 at 12. Beckitt, Moor-st.
 Williams, Richd Llewellyn, Prisoner for Debt, London. Pet May 9 (for pau). June 1 at 11. Jones, New-inn, Strand.
 Wollheim, Edmund, Charles-st, Westbourne-ter, Merchant. Pet May 9. May 24 at 11. Linklaters & Co, Walbrook.
 Young, Geo, Banstead, Surrey, Cattle Dealer. Pet May 5. May 31 at 1. Hogan, Martins lane.

To Surrender in the Country.

Bailey, Wm, Dewsbury, York, Comm Agent. Pet May 8. Dewsbury, May 26 at 3. Ibberson, Dewsbury.
 Brown, Thos, Manch, China Dealer. Pet May 8. Manch, May 23 at 11. Barlow, Manch.
 Butcher, Richd, Southport, Lancashire, Dentist. Pet May 8. Lpool, May 23 at 12. Husband, Lpool.
 Chaloner, Wm, Prisoner for Debt, Lancaster. Adj April 12. Salford, May 27 at 9.30. Garside, Manch.
 Cheetham, Jas, York, Boot Maker. Pet May 8. Manch, May 25 at 12. Richardson, Manch.
 Croft, Wm, Lpool, Plumber. Pet May 9. Lpool, May 23 at 3. Black-hurst, Lpool.
 Crossley, Hy, Todmorden, York, Cotton Manufacturer. Pet April 29. Leeds, May 22 at 11. Bate & Rylands, Manch, and Bulmer, Leeds.
 Davies, John Richd, Cardiff, Glamorgan, Comm Agent. Pet May 8. Bristol, May 22 at 11. Press & Inskip, Bristol.

Davis, Colby Atkinson, Kingston-upon-Hull, Corn Factor. Pet May 9. Kingston-upon-Hull, May 26 at 11. Stead, Hull.
 Davis, Thos, Apperley, Gloucester, Labourer. Pet May 8. Tewkes-bury, May 29 at 12. Brown, Dursley.
 De Brouwer, Hippolyte Jean Charles Constant Edouard, Prisoner for Debt, Exeter. Pet March 29. Portsmouth, May 23 at 11. Floud, Exeter.
 Dolby, John Markillie, Levenshulme, Manch, Comm Agent. Pet May 10. Manch, May 23 at 12. Storer, Manch.
 Dyson, John, Lpool, out of business. Pet May 10. Lpool, May 23 at 11. Harris, Lpool.
 Entwisle, Wm Smith, and Chas Hy Entwisle, Sheffield, Iron Mar-chants. Pet May 9. Sheffield, May 26 at 12. Fretson Sheffield.
 Florence, John, Portsea, Hants, Blacksmith. Pet May 3. Portsmouth, May 23 at 11. Cousins, Portsea.
 Garfit, Arthur, and John Sleight, Kingston-upon-Hull, Merchants. Pet May 6. Kingston-upon-Hull, May 31 at 12. England & Co, Hull.
 Griffiths, Griffith, Birkenhead, Chester, Grocer. Pet May 10. Birken-head, May 30 at 12. Sherratt, Wrexham.
 Gribble, Albert, Collumpton, Devon, Attorney-at-Law. Pet May 10. Exeter, May 23 at 11. Terrell, Exeter.
 Henderson, Robt, Durham, Eating-house Keeper. Pet May 9. Durham, May 24 at 12. Marshall, Durham.
 Holmes, Chas, & Gt Grimsby, Lincoln, Fruiterer. Pet May 8. Gt Grimsby, May 26 at 11. Windringham, Gt Grimsby.
 Horner, John, Londesborough, York, Saddler. Pet May 8. Pockling-ton, May 26 at 11. Silburn, Pocklington.
 Humphrey, Hy, Eastbourne, General Dealer. Pet May 6. Lewes, May 25 at 11. Hillman, Lewes.
 Johnson, Wm, & John Whitaker, Pennington, Lancaster, Iron-founders. Pet May 10. Manch, May 30 at 11. Boote & Rylands, Manch.
 Jolley, John, Norton-in-the-Moors, Stafford, Farmer. Pet May 9. Birm, May 29 at 12. Griffin, Birm.
 Keeling, Wm, Dunkerton, Somerset, Auctioneer. Pet May 8. Bath, May 29 at 11. Wilton, Bath.
 Palmer, Geo, Edwin Lee, & Wm Rallings, Worcester, Timber Merchants. Pet May 5. Birm, May 29 at 12. Griffin, Birm.
 Leece, John, Poulton-by-the-Sands, Lancaster, Licensed Victualler. Pet May 6. Lancaster, May 26 at 12. Johnson & Tilly, Lan-caster.
 Middleditch, Edwd, Maldon, Essex, Baker. Pet May 9. Maldon, May 25 at 10. Digby, Maldon.
 Mortlock, Thos, Clare, Suffolk, Innkeeper. Pet May 6. Haverhill, May 26 at 3. Mumford, Sudbury.
 Moorish, Emily, Taunton, Somerset Grocer. Pet May 11. Exeter, May 23 at 11. Rosseter, Taunton.
 Morris, Saml, Llangollen, Denbigh, Grocer. Pet May 9. Wrexham, May 25 at 11. Sherratt, Wrexham.
 Morgan, Jas, Hereford, Hatter. Pet May 5. Hereford, May 30 at 11. Averill, Hereford.
 Oldfield, Thos, Bulmer, York, Stone Mason. Pet May 8. New Malton, May 29 at 11. Dale, York.
 Olding, John, Southampton, Plumber. Pet May 6. Southampton, May 27 at 12. Mackey, Southampton.
 Parker, Edwd, Stafford, Fuddler. Pet May 9. Oldbury, May 30 at 10. Jackson, Westhromwich.
 Piner, Hy Wm, Prospect-hill, Tunbridge Wells, Kent, out of business. Pet May 5. Lewes, May 21 at 11. Lambe, Brighton.
 Pool, John, Carlisle, Cumberland, Hatter. Pet May 8. Carlisle, May 29 at 11. Wannop, Carlisle.
 Poole, John, Talbot-st, Nottingham, Music-hall Proprietor. Pet May 3. Nottingham, May 31 at 11. Heath, Nottingham.
 Rice, Ben, sen, Derby, Plumber. Pet May 9. Birm, May 23 at 11. Burgess, Derby.
 Gill, John, Reeth, York, out of business. Pet May 10. Leeds, May 22 at 11. Harle, Leeds.
 Robson, Geo, Gateshead Low Fell, Durham, Grocer. Pet May 8. Newcastle-upon-Tyne, May 23 at 11. Joel, Newcastle-upon-Tyne.
 Ryder, Joseph, Bellerby, York, Builder. Pet May 4. Bishop Auck-land, May 24 at 10. Proud, Bishop Auckland.
 Samuelson, Martin, & Wm Hy Moss, Kingston-upon-Hull, Iron Ship Builders. Pet April 12. May 31 at 12. England & Co, Hull.
 Sertain, Thos, Bradford-on-Avon, Wilts, Cattle Dealer. Pet May 8. Bradford, May 22 at 12. Bartum, Bath.
 Smith, Hy, Eccleshall, Stafford, Druggist. Pet May 11. Birm, May 31 at 12. James & Griffin, Birm.
 Smith, Wm, Gt Grimsby, Lincoln, Draper's Assistant. Pet May 10. Leeds, May 31 at 12. Wintringham, Gt Grimsby.
 Smith, Reuben, Northfleet, Kent, out of business. Pet May 9. Gravesend, May 25 at 1. Outred, Gravesend.
 Southerden, Chas, Hastings, Sussex, Grocer. Pet May 9. Hastings, May 27 at 11. Shorter, Hastings.
 Stewart, Robt, Bolton, Lancashire, Manufacturing Chemist. Pet May 5. Manch, May 21 at 12. Richardson & Brandwood, Bolton.
 Thomas, Thos, Swansea, Glamorgan, Grocer. Pet May 8. Swansea, May 22 at 2. Morris, Swansea.
 Tipper, Daniel, Darlaston, Stafford, out of business. Pet May 6. Walsall, May 23 at 12. Duigan & Co, Walsall.
 Turner, Edwd, Preston, Lancashire, Mailster. Pet April 28. Manch, May 24 at 11. Cooper & Sons, Manch.
 Weiss, Dominick, Plymouth, Devon, Watchmaker. Pet April 27. Exeter, May 24 at 12.30. Saunders, Birm.
 Wilson, John, Newcastle-upon-Tyne, Innkeeper. Pet April 29. New-castle-upon-Tyne, May 23 at 12. Hoyle, Newcastle-upon-Tyne.
 Withers, John, Tormoham, Devon, Mason. Pet May 8. Newton Abbot, May 23 at 11. Whiteway, Newton Abbot.

BANKRUPTCIES ANNULLED.

TUESDAY, May 9, 1865.

Thomas, Mary, Swansea, Glamorgan, Widow. May 4.

FRIDAY, May 12, 1865.

Taylor, Thos, Headbourne Worthly, Southampton, Blacksmith. May 8.
 Hawthorn, Edwin, Smith-st, Journeyman Brazier. May 9.
 Bennett, John, Birkenhead, Chester, Journeyman Mason. March 8.

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—The INDEX, printed MONTHLY (first published in 1820), of ESTATES, Country and Town Houses, Manors, Hunting Quarters, Shootings and Fishings, Farms, &c., to be LET or SOLD, can be had (free) at their Offices, 25, Charles-street, St. James's, S.W., opposite the Junior United Service Club. Particulars inserted without charge, but for next publication must be forwarded before the 25th of each month.

SLACK'S FENDER AND FIRE-IRON WARE-

HOUSE is the MOST ECONOMICAL, consistent with good quality:—Iron Fenders, 3s. 6d.; Bronzed ditto, 4s. 6d., with standards; superior Drawing-room ditto, 14s. 6d. to 50s.; Fire Irons, 2s. 6d. to 20s. Patent Dish Covers, with handles to take off, 18s. set of six. Table Knives and Forks, 8s. per dozen. Roasting Jacks, complete, 7s. 6d. Tea-trays, 6s. 6d. set of three; elegant Papier Maché ditto, 25s. the set. Teapots, with plated knob, 5s. 6d.; Coal Scuttles, 2s. 6d. A set of Kitchen Utensils for cottage, £3. Slack's Cutlery has been celebrated for 50 years. Ivory Table Knives, 14s., 16s., and 18s. per dozen. White Bone Knives and Forks, 8s. 9d. and 12s.; Black Horn ditto, 8s. and 10s. All warranted.

As the limits of an advertisement will not allow of a detailed list, purchasers are requested to send for their Catalogue, with 350 drawings, and prices of Electro-Plate, Warranted Table Cutlery, Furnishing Ironmongery, &c. May be had gratis or post free. Every article marked in plain figures at the same low prices for which their establishment has been celebrated for nearly 50 years. Orders above £2 delivered carriage free per rail.

RICHARD & JOHN SLACK, 336, STRAND, LONDON,
Opposite Somerset House.

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Price 2s.

THE LAW OF TRADE MARKS, with some account of its History and Development in the Decisions of the Courts of Law and Equity. By **EDWARD LLOYD, Esq.**, of Lincoln's-inn, Barrister-at-Law, London.

"I am indebted to the very valuable little publication of Mr. Lloyd, who has collected all the authorities on this subject."—V. C. Wood, in *McAndrew v. Bassett*, March 4.

London: 59, Carey-street, Lincoln's-inn, W.C.

THE
CREDIT FONCIER AND MOBILIER OF ENGLAND
(LIMITED).

AUTHORISED CAPITAL, £4,000,000.

CAPITAL SUBSCRIBED, £2,000,000.

CAPITAL PAID UP, £500,000.

RESERVE FUND, £200,000.

DIVIDEND RESERVE FUND, £70,000.

DIRECTORS.

The Right Hon. JAMES STUART WORTLEY, GOVERNOR.

JAMES LEVICK, Esq., Merchant, King's Arms-yard,

JAMES NUGENT DANIELL, Esq., Chairman of the Alliance Bank (Limited), } DEPUTY GOVERNORS.

JAMES CHILDS, Esq., London.

ALEXANDER DUNBAR, Esq., Old Broad-street, London.

CHARLES ELLIS, Esq., Lloyd's.

ADOLPH HAKIM, Esq. (Messrs. Pinto, Hakim, Brothers, & Co.), London.

The Hon. T. C. HALIBURTON, M.P., Chairman of the Canada Agency Association, London.

WILLIAM HARRISON, Esq. (Messrs. Young, Harrison, & Bevan), Director of the Thames and Mersey Insurance Company.

RICHARD STUART LANE, Esq. (Messrs. Lane, Hankey, & Co.), London.

CHARLES E. NEWBON, Esq., London.

HENRY POWNALL, Esq., J.P., Russell-square, London.

JOSEPH MACKRILL SMITH, Esq. (Messrs. J. Mackrill Smith & Co.), Old Broad-street, London.

EDWARD WARNER, Esq., M.P., London.

JOHN WESTMORELAND, Esq. (Director of the Royal Insurance Company), London.

ALBERT GRANT, Esq., MANAGING DIRECTOR.

Bankers.

The AGRA & MASTERMAN'S BANK (Limited); Messrs. SMITH, PAYNE, & SMITHS; the NATIONAL BANK, London, Dublin, and its Branches in Ireland; the ALLIANCE BANK (Limited), London, Liverpool, and Manchester.

Solicitors.

Messrs. NEWBON, EVANS, & Co., Nicholas-lane, E.C.

BUSINESS TRANSACTED.

This Company negotiates Loans for Colonial and Foreign Governments;
Co-operates in the Financial arrangements of British and other Railways;
Makes advances to Corporations, Town Councils, and other Public Bodies;
Negotiates Loans for Public Works;
Assists in the introduction of Industrial and Commercial Undertakings;
Makes Advances upon approved Stocks, Shares, Bonds, &c.;
Makes temporary Loans upon eligible Freehold and Leasehold Securities.

London, 17 and 18, Cornhill, May 4, 1865.

ALFRED LOWE, *Secretary.*

DEBENTURES ISSUED BY
THE CREDIT FONCIER AND MOBILIER OF ENGLAND (LIMITED).

ISSUE OF £500,000 DEBENTURES WITH INTEREST PAYABLE QUARTERLY.

The Directors have decided to issue Debenture Bonds of the Company for the amounts and bearing interest as under, viz.:—
In sums of £10, £20, £50, £100, £250, £500, and £1,000, with Coupons attached.

INTEREST.

For three years	6 per cent per annum.
For five years	6½ " "
For seven years	7 " "

Interest payable quarterly—viz., on the 30th March, 30th June, 30th September, and 30th December, in each year, at the Company's Bankers. The first payment of interest will be made on the 30th June next.

The distinctive feature in the Debentures issued by this Company is their perfect security; the amount of the capital subscribed, paid-up, and uncalled, and the general invested assets of the Company, as well as the large reserve fund, affording the most ample security to the investor.

These Debentures are issued payable to bearer, and can therefore pass by simple delivery from hand to hand, without endorsement, and are free from any further stamp duty. They are also issued—to meet the requirements of trustees and others—transferable by deed only, to be duly registered in the Company's books in the names of the investors or their assigns.

Forms of application can be obtained of the Secretary, to whom all communications must be addressed.

London, 17 and 18, Cornhill, May 4, 1865.

By order of the Court,

ALFRED LOWE, *Secretary.*

DEPOSITS RECEIVED BY
THE CREDIT FONCIER AND MOBILIER OF ENGLAND (LIMITED).

RATES FOR MONEY ON DEPOSIT.

This Company receives Money on Deposit, in sums of £10 and upwards, on the following terms, until further notice, viz.:—

At 14 days' notice	4½ per cent. per annum.
For fixed periods of not less than	2 months, 5½ per cent. per annum.
Beyond 2 and up to	4 " 5½ " "
Beyond 4 and up to	6 " 5½ " "
Any period beyond	6 " 6 " "

Forms can be obtained of the Secretary, to whom all communications must be addressed.

London, 17 and 18, Cornhill, May 4, 1865.

By order of the Court,

ALFRED LOWE, *Secretary.*

**THE CREDIT FONCIER AND MOBILIER OF ENGLAND,
LIMITED,**
ARE INSTRUCTED TO RECEIVE SUBSCRIPTIONS FOR
**£1,212,000 A STOCK OF
THE METROPOLITAN EXTENSION RAILWAYS**
OF THE
LONDON, CHATHAM, AND DOVER RAILWAY COMPANY,

In 30,300 Provisional Scrip Certificates to Bearer of £40 each,

With interest guaranteed by SIR S. MORTON PETO, Bart., BETTS, and CRAMPTON, at 6 per cent., per annum, on price of Issue, payable on Amount Paid-up, *as from 1st January, 1865*, and payment of such Interest will be continued to 1st July, 1867, by half-yearly Payments, on 1st July and 1st January in each Year. **THE FIRST SIX MONTH'S INTEREST WILL BE PAID ON 1ST JULY, 1865.**

Deposit, **£1** per Certificate on Application, and **£4** on Allotment.

Price of Issue, £21 for each Certificate, equal to £52 10s. per £100 Stock.

LIABILITY LIMITED TO AMOUNT OF SUBSCRIPTION.

The remaining half of this Stock, £1,213,000, will not be issued for Twelve Months, and then only as Paid-up Stock, and at not less a price than £10 per £100 Stock advance on the present price of issue.

Directors.

THE RIGHT HONOURABLE LORD SONDES, Lees Court, Faversham, Kent, CHAIRMAN.
THE LORD HARRIS, K.S.I., Grosvenor-square, DEPUTY-CHAIRMAN.
SIR R. W. CARDEN, Royal Exchange-buildings.
GEORGE COBB, Esq., Bredgar, Sittingbourne.
EDWARD W. EDWARDS, Esq., Victoria-street, London.
WILLIAM GLADSTONE, Esq., 37, Old Broad-street, London.
CHARLES J. HILTON, Esq., Faversham.
G. F. HOLROYD, Esq., 8, Sussex-square, Hyde-park, W.
JAMES LAKE, Esq., Newlands, Sittingbourne.
SIR C. H. J. RICH, Bart., Nottingham-place, London.
SIR CUSACK P. RONEY, 15, Langham-place, London.
SIR JOHN MAXWELL TYLDEN, Milstead, Sittingbourne.

Solicitors.

Messrs. FRESHFIELDS & NEWMAN, 5, Bank-buildings, E.C.

Engineers.

JOSEPH CUBITT, Esq., C.E., Great George-street.
E. F. TURNER, Esq., C.E., Parliament-street.

Secretary.

W. E. JOHNSON, Esq.

General Manager.

J. S. FORBES, Esq.

PROSPECTUS.

The present object is to offer for public subscription the first half of the A Stock of THE METROPOLITAN EXTENSION RAILWAYS of THE LONDON, CHATHAM, AND DOVER COMPANY, amounting to £1,212,000, which, with the £1,213,000 to be issued only as fully paid-up Stock, at not less a price than £10 per cent. increase on the present price of issue, or earlier than Twelve Months hence, completes the amount of £2,425,000, the total amount of that Stock.

Full details of the Lines and their present position are given at length in the Statement annexed, which, with the Maps attached, show the routes of these lines and those in connection.

In considering this Stock as an investment, the principal points for consideration are, first, the Amount of Stock to pay dividend upon—secondly, the probable receipts—thirdly, the minimum dividend per cent. to yield a fair return on the price of issue.

The capital of the Metropolitan Extension Railways is constituted as follows, viz. :—

Debentures.....	£1,433,000	
B Stock, entitled to 6 per cent. Preference.....	825,000	
C Stock, entitled to 6 per cent. Preference after B.....	1,050,000	
A Stock (Present Issue).....	1,212,000	Entitled to remainder of profits up to 6 per cent.
For Future Issue as fully paid-up Stock.....	1,213,000	
		£2,425,000
		£2,733,000

The Total Mileage is about 14 Miles.

The traffic on the Metropolitan (Under Ground) Railway has amounted since 1st January, 1865, to an average of £673 per mile, per week, which is moreover daily increasing, and at present arises from Metropolitan Passengers a trifling amount only of through traffic, and no goods being as yet carried on this line.

When it is considered that the present traffic on the Metropolitan Extension Railways of the London, Chatham and Dover Company is conducted over only two lines of way, and with an inadequate amount of Rolling-Stock, also that it is still unfinished, and that the portion at work has only recently been opened, it will be observed that the present receipts afford no reliable data upon which to form an estimate of the probable traffic.

To fix the amount at anything like what is felt by competent judges will be the actual result when the enormous traffic that the junctions with The Metropolitan (Under Ground), The Great Northern, The Midland, The Great Western, The West London Extension, The South Western, and the North Western, will bring on the lines, might be considered an exaggeration by those inexperienced in the wonderful elasticity of metropolitan and suburban traffic.

It is therefore thought better not to estimate the probable traffic higher than the average of the mileage receipts of the Metropolitan (Under Ground) Railway, as above mentioned, viz., £373 per mile per week. This multiplied by the mileage of the Metropolitan Extension Lines of the London, Chatham, and Dover Railway Company would give a return of £489,944 per annum. From this sum must be deducted 40 per cent., for working charges, which is a liberal estimate. The net results from passengers only may be estimated therefore at £293,966 per annum.

The large goods traffic, which these lines will enjoy alike from the admirable position and number of the stations as from the arrangements made for working the traffic will certainly augment the receipts by at least £40,000 net per annum; which, in that case, after paying Interest on Debentures and on the B and C Stocks would yield a dividend of 5 per cent. on the whole of the £2,425,000 A Stock, (including the present issue,) which at the price it is now offered at, would be equal to 10 per cent. per annum.

The price at which the A Stock is now offered must be considered most advantageous to the investor, if only one half of this result is attained; when, however, the increased receipts would permit a dividend of 5 per cent., the stock must certainly rise to par, which would practically be a profit of upwards of 47 per cent. above the price of issue.

It is considered that results approaching the above figures, will be reached in less than two years; and that a steady increase may be further looked for from that time. Arrangements have, therefore, been made with Sir S. Morton Peto, Bart., Betts & Crampton, to guarantee interest as from 1st January, 1865, until 1st July, 1867, at the rate of 6 per cent. per annum on the amount paid up, by which latter date it is confidently believed the intrinsic merits of the whole system will have developed themselves.

The belief entertained as to the augmentation in value of this stock, when it is considered that the lines possess metropolitan termini as well as metropolitan and suburban traffic is borne out, by the relative prices of the shares and stock of the Great Northern and of the Metropolitan (Under Ground) Railway Company, before they had finished their lines and afterwards, viz.:—

The Great Northern A Stock was in October, 1853, quoted in the Stock Exchange List at £34 per £100 stock, it now is worth £145 or £91 per cent. increase in value.

The Metropolitan (Under Ground) Railway was, in April, 1861, only 4 years ago, quoted in the Stock Exchange List at equal to £54 per £100 stock, it now is worth £135, or £81 per cent. increase in value; these facts speak for themselves as to the prospects of the stock now offered for subscription.

The price of Subscription is fixed at £21 per certificate of £40, equal to £52 10s. per £100 stock, and the periods of payment are as under—

£1 per certificate on application.		
4	"	Allotment.
4	"	1st September, 1865.
4	"	1st December "
4	"	1st March, 1866. "
4	"	1st June "
£21	"	

All Calls not duly paid will render previous payments liable to forfeiture. When the whole amount of £21 per certificate is paid, £40 stock for each certificate will be transferred into the name of the then holder thereof.

The option will be given to all subscribers to pay up in full on allotment (entitling them to interest on the whole amount of the price of issue from 1st January, 1865); and discount at the rate of 6 per cent. per annum, will be allowed on pre-payment of instalments. These two allowances would further reduce the Price of Issue by about £2 16s. per cent.

In the allotment, those applications, the whole balance on which it is intended by applicants to be paid in one instalment on allotment will be first considered.

Application must be made on the forms annexed, and accompanied by payment of £1 per share (without which no application can be considered), to any of the undermentioned bankers:—

The London and County Bank.
Messrs. Glyn, Mills, Currie, & Co.
The Agra and Masterman's Bank, Limited.
Messrs. Smith, Payne, & Smiths.
The National Bank, London, Dublin, and its branches in Ireland.
The National Bank of Scotland, Edinburgh, and its branches in Scotland.

In the event of no allotment being made, the deposit paid will be returned forthwith without deduction; and if less are allotted than the number of certificates applied for, the sum paid will be applied towards the amount payable on allotment on the number so allotted.

Prospectuses, with maps, plans, &c., may be had of the undermentioned stock brokers:—

Messrs. Laurence, Son, & Pearce, 9, Angel-court, E.C.
Messrs. J. & A. Scrimgeour, 10, Old Broad-street.
Messrs. Knight, Dale, & Co., 1, Royal Exchange-buildings, E.C.

and of The Credit Foncier and Mobilier of England, Limited (Alfred Lowe, Esq., Secretary), at their offices, 17 and 18, Cornhill, London, and at the offices of The London, Chatham and Dover Railway Company (W. E. Johnson, Esq., Secretary), Victoria-station, Finsbury, S.W.

FORM OF APPLICATION TO BE PAID UP BY INSTALMENTS.

TO THE DIRECTORS OF THE CREDIT FONCIER AND MOBILIER OF ENGLAND, LIMITED.

£1,212,000 A STOCK

OF

THE METROPOLITAN EXTENSION RAILWAYS

OF

THE LONDON, CHATHAM, AND DOVER RAILWAY COMPANY.

Gentlemen,—Having paid to the Bank, the sum of £ being £1 per Scrip Certificate on Scrip Certificates, I request you to allot me Scrip Certificates of the above Stock, in conformity with the prospectus issued by you, and I hereby agree to accept such Certificates, or any less number that may be allotted to me, and to pay the further sum of £4 per Certificate due on allotment thereof, and the instalments when due.

I am, Gentlemen, your obedient Servant,

Name in full
Usual Signature.....
Address in full.....
Date May, 1865

Or, this Form of Application to be used by Applicants desirous of paying the Balance in One Instalment on Allotment.

TO THE DIRECTORS OF THE CREDIT FONCIER AND MOBILIER OF ENGLAND, LIMITED.

£1,212,000 A STOCK

OF

THE METROPOLITAN EXTENSION RAILWAYS

OF

THE LONDON, CHATHAM, AND DOVER RAILWAY COMPANY.

Gentlemen,—Having paid to the Bank, the sum of £, being £1 per Scrip Certificate on Scrip Certificates, I request you to allot me Scrip Certificates of the above Stock, in conformity with the Prospectus issued by you, and I hereby agree to accept such Certificates, or any less number that may be allotted to me, and to pay the further sum of £20 per Certificate due on allotment thereof.

I am, Gentlemen, your obedient Servant,

Name in full
Usual Signature.....
Address in full.....
Date May, 1865

THE NATIONAL BANK

Is authorised to receive Subscriptions for the Shares of the Peruvian Railways Company on the terms of the following Prospectus.

PERUVIAN RAILWAYS COMPANY, LIMITED.

WITH PERUVIAN GOVERNMENT GUARANTEE OF INTEREST AT THE RATE OF £7 PER CENT. PER ANNUM, AS
HEREINAFTER SET FORTH, ON A

TOTAL CAPITAL OF £3,340,000.

PRESENT ISSUE—£1,670,000, IN 66,800 SHARES OF £25 EACH.

Deposit, £1 per Share on Application, and £2 per Share on Allotment.

Future Calls of £2 10s. per Share will be made at intervals of not less than Three Months between each Call.

Seven per Cent. per Annum will be paid during the construction, and is guaranteed by the International Contract Company, Limited.

Directors.

WILLIAM LATHAM BAILEY, Esq. (Bailey Brothers & Co., Liverpool).
WM. CARTER, Esq. (Joseph Robinson & Co., Laurence Pountney-hill).
JOHN ENNIS, Esq., M.P., Director of the Bank of Ireland.
P. S. FLETCHER, Esq. (Alexander Fletcher & Co., 10, King's Arms-yard).
S. G. GETTY, Esq., M.P. for Belfast, Onslow-square.
W. R. LINDSAY, Esq. (Messrs. H. H. Vivian & Co., Birmingham).
S. L. KOE, Esq., Bowling Iron Works, Bradford.
ALBERT RICARDO, Esq., Angel-court, Throgmorton-street, Director of the National Bank.
ROBERT SIMPSON, Esq. (Frederick Levick & Co.), Charlotte-row, and Cwm Celyn Iron Works.

Bankers.

LONDON—THE NATIONAL BANK.
LIVERPOOL—THE NATIONAL BANK OF LIVERPOOL.
MANCHESTER—THE MANCHESTER AND LIVERPOOL DISTRICT BANK.
IRELAND—THE BANK OF IRELAND AND ITS BRANCHES.
THE BRANCHES OF THE NATIONAL BANK.

Contractors.

THE INTERNATIONAL CONTRACT COMPANY, LIMITED.

Engineers.

GEORGE PARKER BIDDER, Esq., C.E.
JOHN MORTIMER HEPPEL, Esq., C.E.

Solicitors.

MESSRS. BIRCHAM, DALRYMPLE, DRAKE, & CO., Parliament-street.
MESSRS. BAXTER, ROSE, NORTON, & CO., Victoria-street.

Brokers.

LONDON—MESSRS. P. CAZENOVE & CO., Threadneedle-street.
" MESSRS. SEYMOUR & CO., Throgmorton-street.
LIVERPOOL—MESSRS. THOMAS TINLEY & SONS.
MANCHESTER—MESSRS. WARNER & PAGE, Stamp Office-buildings.
DUBLIN—EDWARD FOX, Esq., Dame-street.

Secretary.

B. A. SMITH, Esq.

OFFICES—85, CANNON STREET WEST, E. C.

This Company is formed for the construction and working of two lines of Railway in Peru—one to connect the Seaport of Pisco with the town of Yca; the other to connect the City of Arequipa with the Port of Mejia.

For the construction of these Railways the Government of Peru have granted special concessions, and a guarantee of income, which would appear exorbitant, if it were not that the statistics of the existing traffic had satisfied the Peruvian Government that the Railways, when at work, will yield returns which will not only relieve the Government of the charge for their guarantee, but far exceed the sum required for that purpose.

The Peruvian Government guarantees for the period of twenty-five years—or until the Railways have produced over and above the cost and provision for repair, renovation, and maintenance for the space of two consecutive years, Dividends at the rate of 7 per cent. per annum—an income of £233,800 per annum, charged upon the public revenues of the State, and further secured by hypothecation of the Guano shipped to European States. The Concessions for the Railways contain the usual provisions for reimbursing to the Government (out of any surplus profit exceeding a 10 per cent. per annum dividend to the Shareholders) such sums, if any, as may have been paid by them to cover their guarantee.

The Concessions of these lines of Railway from the Government of Peru is for a period of ninety-nine years from the opening of the Railways. A sufficient sum will be set apart to form a sinking fund for the redemption of the whole capital, at a premium of £100 per cent., to be operative yearly after the first twenty years of the working of the Railways. The Shares so redeemed to be altogether cancelled, and the Dividends which would otherwise be payable on such Shares to accrue to, and form part of, the Sinking Fund. After the first fifty years the price at which Shares shall be

redeemed and cancelled shall be regulated at such higher or other price than £100 per cent. premium as the state of the Sinking Fund shall warrant.

When it is borne in mind that the Peruvian Government Loan, bearing 4½ per cent. per annum interest, previously borrowed on the same security, is rapidly in course of extinction, it will be quite evident that, irrespective of the prospect of a much higher rate of Dividend being realised from the working of the Railway, the nature of the security should obtain a ready market for the Shares of the Company.

The prospects of revenue from the working of the Railways are, however, so great as to render the Government guarantee (in other respects so important) a feature of but secondary consideration.

The Republic of Peru has a seaboard of nearly 1,600 miles, and an area of about 50,000 square miles. There is, perhaps, no country in the world in which the elements of commercial prosperity are more complete. The mineral products of all kinds with which its interior provinces abound, combined with its long stretch of coast, give it an almost unrivalled facility for the development of commerce on the most extensive scale. To this development one obstacle—and one alone—exists: the want of proper means of communication between the ports and the interior country.

In spite of this obstacle, the large existing trade of the Republic is proved by its custom returns; and that undertakings, having for their object the remedy for this defect, are likely to be remunerative, is shown by the working of the Callao and Lima Railway, which now pays dividends at a rate approaching £30 per cent. per annum on the original cost of construction.

The ordinary charge for the conveyance of goods per mile in Peru, is equal to the charge for the carriage of a like quantity in Great Britain fourteen miles.

The construction of the railways to be undertaken by this Company will establish communication between important centres of commerce in the interior and the proper ports on the sea coast.

The line from Mejia to Arequipa is laid out to serve the traffic which at present takes the route from the latter city to the port of Islay, a route which forms the main channel of communication from the coast to the districts of Arequipa, Puno, and Cuzco, and the northern portion of Bolivia.

The connection with the last-mentioned state is important, as the establishment of a system of railways suitable to its own wants is now a subject of serious attention. The railway now proposed would form one of the main outlets of any such system to the coast of the Pacific, a circumstance which alone must secure it a considerable additional traffic of the most remunerative description.

The railway from Pisco to Yca is proposed to be constructed under conditions analogous to those of the Callao and Lima line, already referred to.

From the easy character of this line, and a large existing traffic in the district to be traversed, it is evident that the net revenue must greatly exceed the guaranteed amount.

The length of the proposed lines are as follows:—

Mejia to Arequipa.....	90 miles.
Pisco to Yca	46 „
Total.....	136 miles.

A contract for the construction of the lines has been entered into with the International Contract Company, Limited, according to the estimates of G. P. BIDDER, Esq., C.E., and J. M. HEPPEL, Esq., C.E.

In accordance with the terms of each concession the Company will be converted into a Societe Anonyme with Shares to Bearer, or, if necessary, into two Societes Anonymes.

The Capital of the Societe Anonyme, or Societes Anonymes, will be £3,340,000,—to be issued in Shares and Bonds.

The present Company has been formed as a Limited Liability Company, the Shares in which will be exchangeable for Shares of a like denomination in the Societe Anonyme.

Copies of the Articles of Association, of the Contract, and of the Acts of Concession, with translations, are open, at the Offices of the Company, for inspection by parties desirous to become Subscribers, so that they may make themselves acquainted with all the provisions and conditions of such Concessions.

The deposit paid on application for Shares will be forfeited and the allotment cancelled in cases where the further payment on allotment is not duly made in accordance with the terms of the Allotment Letter.

Applications for shares must be made in the annexed form, addressed to the Directors; but no application will be considered, unless accompanied by the receipt of one of the Bankers of the Company for £1 per share on the number of shares applied for. This sum will be returned in the event of the application not being acceded to.

PERUVIAN RAILWAYS COMPANY, LIMITED.

FORM OF APPLICATION FOR SHARES.

(To be left with the Bankers.)

No.

Gentlemen,—Having paid to the
I request you to allot me

by you, and I hereby agree to become a Member of the Company, subject to its Articles of Association and Regulations, and to accept such Shares, or any less number that may be allotted to me, and to pay the further sum due on allotment thereof, and I request that my name may be placed on the Register of Members in respect of the Shares allotted to me.

To the Directors of the PERUVIAN RAILWAYS COMPANY, LIMITED.

Bank the sum of £

, being £1 per Share on

Shares,

I am, Gentlemen, your obedient Servant,

Name in full
Address in full
Reference
Date.....

Forms of Application for Shares and Prospectuses may be had at—

The National Bank, London;
The National Bank of Liverpool;
The Bank of Ireland, and its several Branches, Ireland;
The Branches of the National Bank, Ireland;
At the Offices of the Brokers of the Company; and
At the Offices of the International Contract Company, 85, Cannon-street West, London, E.C.

United Law Clerks' Society.

Patrons.—THE RIGHT HON. THE LORD HIGH CHANCELLOR; THE RIGHT HON. LORD CRANWORTH.
Trustees.—EDWARD S. BIGG, Esq.; JAMES W. WILLCOCK, Esq., Q.C.; FRANCIS T. BURCHAM, Esq.

The Thirty-third Anniversary Dinner

WILL TAKE PLACE AT

THE FREEMASONS' TAVERN, GREAT QUEEN STREET,
ON FRIDAY, THE 2nd DAY OF JUNE, 1865.

The Hon. Mr. JUSTICE MONTAGUE SMITH, in the Chair.

OBJECTS OF THE SOCIETY.

To establish a General Benefit Fund for rendering liberal pecuniary assistance in the events of sickness, inability through age or other infirmity, to earn the means of subsistence; and on the death of a Member or Member's Wife. Also a Casual Fund, to afford assistance by loans and gifts to Law Clerks, whether members or not, and to their widows and families in temporary distress.

DINNER ON TABLE AT SIX O'CLOCK PRECISELY.

Ticket, One Guinea.

HARRY G. ROGERS, Secretary.

REDUCTION OF FIRE INSURANCE DUTY.

The ROYAL INSURANCE COMPANY is now prepared to offer the following important advantages to Insurers:—

1st.—The full benefit of the Reduction in Duty will be secured to all persons effecting insurances with the Company from this date.

2nd.—No charge made for Policy or Stamp however small the Insurances.

3rd.—Moderate Rates.

4th.—Unquestionable Security.

5th.—A continuance of the same promptitude and liberality in the settlement of Losses which have ever characterised the Company.

The great increase of Insurances which will now be effected, gives most favourable opportunities for Gentlemen of undoubted position and influence to obtain Agencies for the ROYAL. Applications should however be made immediately.

PERCY M. DOVE, Manager.

JOHN B. JOHNSTON, Secretary in London.

Royal Insurance Buildings, Lombard-street, E.C., May 1, 1865.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY.

This Company is prepared to grant the public the full value of the reduction of duty, and to issue Annual Policies, charging the reduced rate of duty, 1s. 6d. per cent., from the date when the change shall come into operation.

They will also issue Policies for any amount, free of charge for stamp. All descriptions of Fire and Life Insurance business transacted at moderate rates.

Claims liberally settled.

This being the bonus year, Life Policies should be taken out prior to the 31st December, to secure ultimate advantages.

Accumulated Funds to 31st December, 1861.....£2,304,512 7 11

Annual Revenue from all sources.....£565,458 16 2

OFFICES.

London.....61, Threadneedle-street.

West-end Branch.....8, Waterloo-place, Pall-mall.

LONDON AND LANCASHIRE FIRE AND LIFE INSURANCE COMPANIES.

Fire Capital, £1,000,000.—Life Capital, £100,000.

London.....73 and 74, KING WILLIAM STREET, E.C.

Liverpool.....BROWN'S BUILDINGS, EXCHANGE.

With Home and Foreign Branches and Agencies.

CHAIRMAN—F. W. RUSSELL, Esq., M.P. (Chairman of the National Discount Company).

At the ANNUAL MEETINGS, held on the 8th April, at Liverpool, it was stated, as the

RESULT of Operations for the year 1864, that the—

FIRE PREMIUMS amounted to.....£108,597

Being an INCREASE over the previous year of.....43,547

The LOSSES paid and provided for amounted to.....67,065

LIFE ASSURANCES, under 502 Policies, were effected for.....340,699

Producing in NEW PREMIUMS.....9,697

W. P. CLIREHUGH, General Manager.

SPECIAL NOTICE.**CLERICAL, MEDICAL, AND GENERAL LIFE ASSURANCE SOCIETY.**

13, ST. JAMES'S-SQUARE, LONDON, S.W.

ESTABLISHED 1821.

The Eighth Bonus will be declared in January, 1867, and all With-Profit Policies in force on the 30th June, 1866, will participate. Assurances effected before June 30th, 1865, will participate on two Premiums, and thus receive a whole year's additional share of Profits over later Policies.

Tables of Rates and Forms of Proposal can be obtained from any of the Society's Agents, or of

GEORGE CUTCLIFFE, Actuary and Secretary.

13, St. James's-square, London, S.W.

ACCIDENTS to Life or Limb, in the Field, the Streets, or at Home, provided for by a Policy of the RAILWAY PASSENGERS' ASSURANCE COMPANY, 64, CORNHILL, London, E.C.

Compensation has been paid for 10,000 Claims.

£1,000 in case of Death.

£5 per week while laid up by Injury, secured by an Annual Payment of from £3 to £5 5s.

For particulars apply to the Clerks at the Railway Stations, to the Local Agents, or at the Offices, 64, CORNHILL, and 10, REGENT-STREET.

W. J. VIAN, Secretary.

DEBENTURES at 5, 5½, and 6 per CENT.—CEYLON COMPANY, LIMITED.

Subscribed Capital, £500,000.

DIRECTORS.

Lawford Acland, Esq., Chairman.

Major-Gen. Henry Pelham Burn.

Harry George Gordon, Esq.

George Ireland, Esq.

Duncan James Kay, Esq.

Stephen P. Kennard, Esq.

Patrick F. Robertson, Esq.

Robert Smith, Esq.

Manager—C. J. BRAINE, Esq.

The Directors are prepared to ISSUE DEBENTURES for one, three, and five years, at 5, 5½, and 6 per Cent. respectively.

They are also prepared to invest Money on Mortgage in Ceylon and Mauritius, either with or without the guarantee of the Company, as may be arranged.

Applications for particulars to be made at the office of the company, No. 7, East India-avenue, Leadenhall-street, London.—By order,

JOHN ANDERSON, Secretary.

LAW UNION FIRE and LIFE INSURANCE COMPANY.

Chief Offices—126, CHANCERY LANE, W.C.

Subscribed Capital—ONE MILLION STERLING.

The Fire and Life Departments are under one management, but with separate Funds and Accounts.

Chairman—Sir WILLIAM FOSTER, Bart.

Deputy-Chairman—Mr. Serjeant MANNING, Q. A. S.

FIRE DEPARTMENT.

Capital £750,000, in addition to the Reserve Fund.

Business consists of the best classes of risks.

Insurers will be allowed the full benefit of the Reduction of Duty.

Claims settled promptly and liberally.

LIFE DEPARTMENT.

Capital £250,000, in addition to the Reserve Fund.

PREMIUMS MODERATE.

A Bonus every five years. Next Bonus in 1869. At the Division of Profits in 1864, the Reversionary Bonus amounted to from 15 to 50 per cent. per annum on the Premiums paid, varying with the ages of the Insured.

Copies of the Directors' Report and Balance-sheet, and every information, may be obtained at the Chief Office, or of any of the Agents of the Company.

FRANK MCGEDY, Secretary.

DEBENTURES of the LAND MORTGAGE BANK OF INDIA (CREDIT FONCIER INDIE), Limited.

Subscribed Capital, £2,000,000. Paid-up, £400,000.

DIRECTORS.

Chairman—S. LAING, Esq., Chairman of the General Credit and Finance Company of London.

Colonel Balfour, C.B., late Chief of Military Finance in India.

H. L. Bischoffsheim, Esq. (Messrs. Bischoffsheim & Goldschmidt).

J. C. Bowring, Esq. (late of Messrs. Jardine, Matheson, & Co., of China).

W. S. Fitzwilliam, Esq., Chairman of the National Bank of India.

Sir John P. Grant, K.C.B., Director of the National Bank of India.

P. Northall Laurie, Esq., Governor of the Union Bank of London.

W. Mackinnon, Esq., Director of the British India Steam Navigation Company.

H. Nelson, Esq. (Messrs. Crawford, Colvin, & Co.).

Mons. Alphonse Pinard, the Comptoir d'Escompte, Paris, &c.

Jervoise Smith, Esq. (Messrs. Smith, Payne, & Smiths).

H. Worms, Esq. (Messrs. G. & A. Worms, London).

Bankers—The Union Bank of London & Messrs. Smith, Payne, & Smiths.

Solicitors—Messrs. FRESHFIELDS & NEWMAN.

Secretary—C. T. C. GRANT, Esq.

Debentures of this Bank are issued in bonds to bearer of £20, £100, £500, and £1,000 each, redeemable at par within 30 years, by half-yearly drawings. Interest £5 per cent. per annum, payable half-yearly. The price of issue is £47 for every £100.

These debentures are secured by the whole of the Bank's invested funds which must always be equal to the total debentures current, and by the additional guarantee of the uncalled capital of £1,000,000 represented by a proprietary of upwards of 1,500 shareholders.

The above price of issue gives to the subscriber 5½ per cent. interest on the amount invested, and a cash bonus of £14 18s. 10d. per cent. on the redemption of the bonds at par by the half-yearly drawings, which—averaging the period of drawing—yields a return of 6½ per cent.

The bonds being to bearer (coupons for interest, payable 1st January and 1st July, attached), transfers pass from hand to hand without endorsement, and are free from any further stamp duty.

Applications to be made at the offices of the Company, 17, Change-alley, Lombard-street, E.C., where any further information may be obtained.

NEW ZEALAND TRUST AND LOAN COMPANY (LIMITED).

Subscribed Capital, £500,000.

TRUSTEES.

Robert Brooks, Esq., M.P.

G. Grenfell Glyn, Esq., M.P.

J. J. Cummins, Esq.

DIRECTORS.

Sir Charles Clifford.

Capt'n H. Carr Glyn, R.N.

F. G. Dalry, Esq.

H. Selfe Selfe, Esq.

R. A. Brooks, Esq.

G. Fenning, Esq.

BANKERS—Messrs. Glyn, Mills, Currie, & Co.

The Directors continue to issue Debentures of £100 and upwards for period of three to seven years, interest on which is payable half-yearly, at their Bankers, by Coupon.

The amount of these Debentures is limited and secured by the uncalled balance of the subscribed Capital of the Company, which must always be of an equivalent or greater amount.

They will form a first charge upon real and other property in New Zealand, on which it is the business of the Company to grant loans by way of mortgage.

Further particulars may be obtained and application made at the Offices of the Company.

By order of the Board,

THOS. D. SAUNDERS, Secretary.

31, New Broad-street, London, E.C.

THE NATIONAL REVERSIONARY INVESTMENT COMPANY, Instituted 1837, for the Purchase of Absolute or Contingent Reversions, Life Interests, and Policies of Assurance on Lives.—Office, 63, Old Broad-street, London.

John Pemberton Heywood, Esq., Chairman.

Edward Ward Scadding, Esq., Deputy-Chairman.

Consulting Counsel—George Lake Russell, Esq.

Solicitors—Messrs. Liff, Russell, & Liff, Bedford-row.

Actuary—Francis A. Engelbach, Esq. (the Alliance Assurance Company).

Forms for submitting proposals for sale may be obtained at the offices of the Company.

G. A. RENDALL, Secy.

WANTED, by the LIFE INVESTMENT, MORTGAGE, AND ASSURANCE COMPANY (Limited), DISTRICT SUPERINTENDENTS of AGENTS for several localities in England and Scotland. Middle-aged men preferred.—Apply, Head Office, 8, New Bridge-street, Blackfriars.

EDWIN YELLAND, Manager.